

# भारत का राजपत्र The Gazette of India

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक  
प्रादेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

नई दिल्ली 8 जून 1982

(बैंकिंग प्रमाण)

क्रा० आ० 2736—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक और बैंक आफ बड़ोदा के परामर्श से निम्नलिखित नियम बनाती है अर्थात्—

1. संक्षिप्त नाम और प्रारम्भ —(1) इन नियमों का नाम अरावली क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा —इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो—

(क) “अधिनियम” से प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) अभिप्रेत है।

(ख) ‘बैंक’ से अरावली क्षेत्रीय ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ हैं जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या —एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन —अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान —बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची —(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उनके द्वारा इन निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिभाषित की जायेगी।

(घ) उस कारबार के विषय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक मप्ताह की लिखित सूचना दी गई हो।

(2) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7 बोर्ड का विशेष अधिवेशन—(1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक-तिहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु जहां इस अधिनियम की धारा 14 की उपधारा (4) के उपलब्ध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की, होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले मप्ताह में उसी दिन उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उससे अगले दिन, जो सार्वजनिक अवकाश-दिन न हो, उसी समय और उसी स्थान के लिये स्वतः स्थगित हो जायेगा।

परन्तु, जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार—(1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारबार को कारजों के परिचालन द्वारा निदेशकों (भागन से बाहर गये निदेशकों से भिन्न) को निश्चित किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हों, उसी प्रकार प्रभावी और आबद्ध होगा मानों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जायेगा।

(5) कारजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अभिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख में—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इनमें इसकी पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा आश्वस्तित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतिया प्रत्येक निदेशक का भेजी जायेगी।

(3) जब कोई कारबार कारजों के परिचालन द्वारा किया जायेगा तो इस प्रकार किये गये कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन को कार्यवृत्त पुस्तक के लिए अगले अधिवेशन में रखा जायेगा।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबंधन के अनुसार रखे जायेंगे उनमें अभिलिखित कार्यवाहियों का साथ होंगे।  
[मं० एक० 12-5/81 आर आर बी (18)]

## MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 8th June, 1982 .

(Banking Division)

**S.O. 2736**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and Bank of Baroda hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Aravali Kshetriya Gramin Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires :—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Aravali Kshetriya Gramin Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board

except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned, till the same day in the next week, at the same time and place, which is not a public holiday, at the same time and place : want of quorum.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors, (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

4. If a business is circulated the result of the circulation shall be communicated to all the directors.

5. All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

कां०आ०—2737, प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और वेना बैंक के परामर्श, से निम्नलिखित नियम बनाता है, अर्थात् :—

1. संक्षिप्त नाम और प्रारम्भ :—(1) इन नियमों का नाम बनासकांठा मेहसाणा ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 1981 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा : इन नियमों में, जब तक कि संदर्भ से अथवा प्रयोजन न हो, :—

(क) “अधिनियम” से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) “बैंक” से बनासकांठा मेहसाणा ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहाँ अर्थ है, या उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या : एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन : अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिरूपित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में कार्य करने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गयी है।

(2) यदि बोर्ड का आगत अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उक्त प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निर्देशकों का कुल सफा के एक-तिहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु, जहाँ इस अधिनियम की धारा 14 की उपधारा 4 के उपबन्ध के कारण कोई निर्देशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहाँ गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश-दिन हो, उसमें अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिये स्थगित हो जायेगा :

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निर्देशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निर्देशक को यह सूचना भेजना कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार—(1) यदि अध्यक्ष ऐसा निर्देश दे, तो बोर्ड द्वारा किये जाने वाले कारबार को कागजों के परिचालन द्वारा निर्देशकों (भारत से बाहर गये निर्देशकों से भिन्न) का निदिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निर्देशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हैं, उस प्रकार प्रभाव और आबद्धक होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निर्देशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला जोई द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हैं।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निर्देशकों को संसूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अभिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख :—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इनके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निर्देशक, जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा आबद्धकित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतियाँ प्रत्येक निर्देशक को भेजी जायेंगी।

(3) जब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुष्टि के लिये अगले अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबन्धों के अनुसार रखे जायेंगे, उनमें अभिलिखित कार्यवाहियों का साक्ष्य होंगे।

S.O. 2737.—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and Dena Bank hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Banaskantha-Mehsana Gramin Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires:—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Banaskantha-Mehsana Gramin Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meeting.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for meetings.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :



Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(19)]

कां० भा० 2738.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और भारतीय स्टेट बैंक के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्—

1. संक्षिप्त नाम और प्रारम्भ :—(1) इन नियमों का नाम का बैंक नोंग किडोंग रि-ग्रामी जैन्तिया (बोर्ड के अधिवेशन) नियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा :—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो—

(क) 'अधिनियम' से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) 'बैंक' से का बैंक नोंग किडोंग रि-ग्रामी जैन्तिया अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ हैं, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसे ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विशिष्ट करे।

6. अधिवेशन का सूचना तारीख कारखाने की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं मर्राई प्रस्ताव द्वारा विनिर्दिष्ट किया जायेगा।

(ख) बोर्ड के अधिवेशनों के तारीखों की सूची अधिवेशन की तारीख में साधारण कम से कम एक सप्ताह की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उनके द्वारा इन निम्नलिखित दिष्ट पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्ताव कारखाने की सूची उक्त सूचना के साथ ही परिचालन का जायेगा।

(घ) उन कारखाने के मिश्रण जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारखाने अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुमत की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारखाने के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गई है।

(2) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलायेगा।

(2) इन मांग में उन प्रयोजन का उल्लेख होगा जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से आ अधिक हो, होंगी :

परन्तु जहां इस अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड में अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तब की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उनी दिन, उनी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश-दिन हो, तो उससे अगले दिन, जो सार्वजनिक अवकाश-दिन न हो, उनी समय और उनी स्थान के लिए, स्वतः स्थगित हो जायेगा।

परन्तु जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उन तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारखाने :—(1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारखाने का कागजों के परिचालन द्वारा निदेशकों (भारत से बाहर गये निदेशकों से भिन्न) को निदिष्ट किया जा सकता है।

(2) कोई भी कार्रवार जिसमें उक्त नियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हों, उसी प्रकार प्रभावी और प्रावधानों होगा मानो ऐसा कार्रवार अधिवेशन में उचित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा कोई मामला बोर्ड द्वारा उन तारीखों को परिणत किया गया मानो जायेगा जिस तारीख को उन मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किए हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को सूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों का अभिलेख के लिए अपने अधिवेशन में रखा जायेगा।

11. कार्रवार के अभिलेख—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों की पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अध्यक्षता निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आधिकारिक या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यद्यार्थ इन कार्यवृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेगी।

(3) जब कोई कार्रवार कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गए कार्रवार के अभिलेख की अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उमकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुष्टि के लिए अपने अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबंधों के अनुसार रखे जायेंगे, उनमें अभिलिखित कार्यवाहियों के साक्ष्य होंगे।

[सं० एक० 12-5/81-आर०आर०बी० (20)]

**S.O. 2738.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and State Bank of India hereby makes the following rules, namely:—

1. Short title and commencement.—(1) These rules may be called the Ka Bank Nongkyndong Ri Khasi Jaintia, Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Ka Bank Nongkyndong Ri Khasi Jaintia.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place:

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided over at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(20)]

कां० 2739.—प्रादेशिक आर्थिक बैंक अधिनियम 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और भारतीय स्टेट बैंक के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्—

1. संक्षिप्त नाम और प्रारम्भ—(1) इन नियमों का नाम कार्य एन००० रूल बैंक (बोर्ड के अधिवेशन) नियम 1981 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,—

(क) 'अधिनियम' से प्रादेशिक आर्थिक बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) 'बैंक' से कार्पोरेशन बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित के वही अर्थ हैं, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विशिष्ट करे।

6. अधिवेशन की सूचना तथा कारबार की सूची—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा;

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी;

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जायेगी;

(घ) उन कारबार के विषय जिनके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह के लिखित सूचना नहीं दे दी गयी है।

(2) यदि बोर्ड का आपात अधिवेशन बुलाने आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन—(1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाई जायेगी।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार के, इनमें से जो अधिक हो, होंगे:

परन्तु जहाँ इस अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहाँ गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश-दिन हो, तो उससे अगले दिन, जो सार्वजनिक अवकाश-दिन न हो, उसी समय और उसी स्थान के लिए स्वतः स्थगित हो जायेगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार—(1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारबार को कारगजों के परिचालन द्वारा निदेशको (भाग्य से बाहर गये निदेशको से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अंतर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हो, उसी प्रकार प्रभावी और आवश्यक होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हो।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संकुचित किया जायेगा।

(5) कारगजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों का अभिलेख के लिए अगले अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तको (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा आधिकारिक या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इस कार्यवृत्तों की प्रतियाँ प्रत्येक निदेशक को भेजी जायगी।

(3) जब कोई कारबार कारगो के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुष्टि के लिए अपने अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबन्धों के अनुसार रखे जायेंगे, उनमें अभिलिखित कार्यवाहियों का साक्ष्य होंगे।

[सं. एक० 12-5/81-आर०आर०बी० (21)]

**S.O. 2739.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and State Bank of India hereby makes the following rules, namely:—

1. Short title and commencement.—(1) These rules may be called the Karbi N. C. Rural Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Karbi N. C. Rural Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher:

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place:

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(21)]

का० आ० 2740.—प्रदेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और स्टेट बैंक आफ हिंदुस्तान के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्:—

#### 1. संक्षिप्त नाम प्रारम्भ:

(1) इन नियमों का नाम श्री सरस्वती ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

परिभाषा : इन नियमों में, जब तक कि संदर्भ अन्वयात् प्रतीयमान हो,—

- (क) "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।
- (ख) "बैंक" से श्री सरस्वती ग्रामीण बैंक अभिप्रेत है।
- (ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ हैं, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के निवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की महत्तम के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गयी है।

(2) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु जहाँ इस अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहाँ गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह

दिन सार्वजनिक अवकाश दिन हो तो उससे अगले दिन, जो सार्वजनिक अवकाश-दिन हो, उसी समय और उसी स्थान के लिये स्वतः स्थगित हो जायेगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिये अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार : (1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारबार को कागजों के परिचालन द्वारा निदेशकों (भारत से बाहर गये निदेशकों से भिन्न) को निदिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार-विमर्श किये हों, उसी प्रकार प्रभावी और आबद्धकार होगा मानों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उक्त तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अभिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख : (1) (क) बोर्ड के अधिवेशनों के कार्यवृत्त को पुस्तकों (जिन्हें इसमें हमके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा आशुभारित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अंतिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेंगी।

(3) जब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुष्टि के लिये अगले अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबन्ध के अनुसार रखे जायेंगे, उनमें अभिलिखित कार्यवाहियों का साथ होंगे।

[सं० एक० 12-5/81-आर० आर० वी० (22)]

S.O. 2740.—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and State Bank of Hyderabad hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Sri Saraswati Gramina Bank (Meetings of Board) Rules, 1981,

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Sri Saraswati Grameeena Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business other than that for which the meeting was convened shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(22)]

क्र० आ० २७४.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और यूनाइटेड बैंक ऑफ इंडिया के परामर्श से निम्नलिखित नियम बनाती है, अर्थात् :-

1. संक्षिप्त नाम और प्रारम्भ

(1) इन नियमों का नाम मुंबांमिनी गाम्पोनिया बैंक (बोर्ड अधिवेशन नियम 1982) है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा: इन नियमों में, जब तक कि संदर्भ से अस्पष्टता अशेषित न हो—

(क) "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) "बैंक" से मुंबांमिनी गाम्पोनिया बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किंतु अधिनियम में परिभाषित हैं, वही अर्थ हैं जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या:—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन: अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान : बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6 अधिवेशन की सूचना तथा कारबार की सूची : (1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गयी है।

(2) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन : (1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उक्त प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8 बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से जो अधिक हो, होगी :

परन्तु जहां इस अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहां गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश-दिन हो, तो उससे अगले दिन, जो सार्वजनिक अवकाश-दिन न हो उसी समय और उसी स्थान के लिये स्वतः स्थगित हो जायेगा :

परन्तु जहां गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहां अध्यक्ष जिस तारीख तक के लिये अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार :—(1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारबार को कागजों के परिचालन द्वारा निदेशकों (भारत से बाहर गये निदेशकों से भिन्न) को निदिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा

अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेख-बद्ध किये हो, उसी प्रकार प्रभावी और अविरोधकारी होंगे मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया जाना माना जायेगा जिस तारीख को उस मामले पर अंतिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हो।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को सूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अभिलेख के लिये अपने अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख (1) (क) बोर्ड के अधिवेशनों के कार्य-वृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, पर्याप्त, व्यवस्थित, अध्यक्ष अथवा निदेशक, जिसमें अधिवेशन की अध्यक्षता को हो, द्वारा अधिष्ठापित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन का कार्यवाहिका के अभिलेख के अन्त में पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेगी।

(3) जब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कारबार के अभिलेख को अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उक्त प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पृष्ठ के लिये अगले अधिवेशन में रखे जायेगे।

(5) अधिवेशनों के वे कार्यवृत्त जो इन नियमों के उपबंधों के अनुसार रखे जायेगे, उनमें अभिलेखित कार्यवाहियों का साक्ष्य होगा।

[सं० 12-5/81--आर० आर० बी० (23)]

**S.O. 2741.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and United Bank of India hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Subansiri Gaonlia Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Subansiri Gaonlia Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of subsection (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialled or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(23)]

का० आ० 2742.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और बैंक आफ इंडिया के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्—

1. संक्षिप्त नाम और प्रारम्भ :—

(1) इन नियमों का पंचमहल ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा :—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,—

(क) “अधिनियम” से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) “बैंक” से पंचमहल ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं, वही अर्थ हैं, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जाएगा।

5. अधिवेशन का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिलिखित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा।

(ख) बोर्ड के अधिवेशन के लिये प्रत्येक निवेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा हम निमित्त विनिश्चित पते पर भेजी जायेगी।



(ग) अधिवेशन में किये जाने के लिये प्रस्तावित कारबार की सूची उस सूचना के साथ ही परिवर्तित की जायेगी।

(घ) उस कारबार के सिवाय जिसके लिये अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा। जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दी गई है।

(2) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष, इस प्रयोजन के लिये कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिये अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिये गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु जहाँ इस अधिनियम की धारा 14 की उपधारा (4) के उपखंड के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहाँ गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिये, अथवा यदि वह दिन सांजजनिक अवकाश-दिन हो, तो उससे अगले दिन, जो सांजजनिक अवकाश-दिन न हो, उसी समय और उसी स्थान के लिये स्वतः स्थगित हो जायेगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहे, हो, वहाँ अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार :—(1) यदि अध्यक्ष ऐसा निदेश दे तो बोर्ड द्वारा किये जाने वाले कारबार को कागजों के परिचालन द्वारा निदेशकों (भारत से बाहर गये निदेशकों से भिन्न) को निरपेक्ष, किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हों, उसी प्रकार प्रस्ताव और आदेशकार होगा मानों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उन परिचालन परिणाम से सभी निदेशकों को संसूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किए सभी निर्णयों को अभिलेख के लिए अगले अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख :—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों की पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसने अधिवेशन की अध्यक्षता की हो, द्वारा आधिकारिक या हस्ताक्षरित किया जायेगा अथवा तब तक ऐसा पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेगी।

(3) जब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कारबार के अभिलेख की अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उनकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पृष्ठ के लिये अगले अधिवेशन में रखे जायेगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबन्धों के अनुसार रखे जायेंगे, उनमें अभिलिखित कार्यवाहियों का साथ ही होंगे।

[सं० एफ० 12-5/81-आर०आर०बी० (24)]

**S.O. 2742.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and Bank of Baroda hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Panchmahal Gramin Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Panchmahal Gramin Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the

meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher.

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initiated or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

क्र०मा० 2743.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और इलाहाबाद बैंक के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्—

1 संहिता नाम और प्रारम्भ.—

(1) इन नियमों का नाम छत्तसाल ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा :—इन नियमों में, जब तक कि सर्वत्र से अन्यथा अपेक्षित न हो,—

(क) "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) "बैंक" से छत्तसाल ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वहाँ अर्थ हैं, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनियमित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनियमित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिये प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा हम निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिये प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के सिवाय जिसके लिये अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गयी है।

(2) यदि बोर्ड का आपत्त अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष, इस प्रयोजन के लिये कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिये अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिये गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु जहाँ इस अधिनियम की धारा 14 की उपधारा (4) के उपबन्ध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहाँ गणपूर्ति तीन को होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन:—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सफा हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिये, अथवा यदि वह दिन सार्वजनिक अवकाश-दिन हो, तो उससे अगले दिन, जो सार्वजनिक अवकाश-दिन न हो, उसी समय और उसी स्थान के लिये स्थगित हो जायेगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिये अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार:—(1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारबार, को कागजों के परिचालन द्वारा निदेशकों (भारत से बाहर गये निदेशकों से अलग) को निविष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हों, उसी प्रकार प्रस्तावी और आक्षेपकार होगा मानों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हो।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अधिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11. कारबार के अधिलेख:—(1) (क) बोर्ड के अधिवेशनो के कार्यवृत्तों को पुस्तकों (जिन्हे इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा आक्षेपित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक से प्रत्येक अधिवेशन की कार्यवाहियों के अधिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेंगी।

(3) जब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कारबार के अधिलेख की अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुष्टि के लिये अगले अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबन्धों के अनुसार रखे जायेंगे, उनमें अधिलिखित कार्यवाहियों का साथ होगा।

**S.O. 2743.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and Allahabad Bank hereby makes the following rules, namely:—

1. Short title and commencement.—(1) These rules may be called the Chhatarsal Gramin Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Chhatarsal Gramin Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meeting in a year and at least one meeting in every quarter.

4. Convening of Meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board (1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8 Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher.

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before

the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(25)]

का० प्रा० 2744.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रवृत्त शक्तियों का प्रयोग करने द्वारा केन्द्रीय सरकार, भारतीय रिजर्व बैंक और बैंक आफ इण्डिया के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्—

1 मन्तव्य नाम और प्रारम्भ :—(1) इन नियमों का नाम देवास शाजापुर क्षेत्रीय ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2 परिभाषा इन नियमों में, जब तक कि संक्षेप से अन्यथा अपेक्षित न हो,—

(क) 'अधिनियम' से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) 'बैंक' से देवास शाजापुर क्षेत्रीय ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में हैं।

3 बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम पंद्रह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4 अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जाएगा।

5 अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6 अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जाएगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पंद्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किए जाने के लिए प्रस्तावित कारबार को सूची उक्त सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गयी है।

(2) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को भविष्य में सूचना दी जायेगी।

7 बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गई है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु जहाँ इस अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचारविमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहाँ गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान पर समय के लिए, अथवा यदि वह दिन साप्ताहिक अवकाश दिन हो, तो उससे अगले दिन, जो साप्ताहिक अवकाश-दिन न हो, उसी समय और उसी स्थान के निर्देशित स्थान पर आयोजित किया जाएगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिये अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार :—(1) यदि अध्यक्ष ऐसा निदेश दे तो बोर्ड द्वारा किये जाने वाले कारबार को कारगजों के परिचालन द्वारा निदेशकों (भारत में बाहर गये निदेशकों से भिन्न) को निर्दिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हो, उसी प्रकार प्रभावी और अन्तर्कार होगा मांगों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला थोड़े द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को समुचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अभिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11 कारबार के अभिलेख.—(1)(क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा अधशास्त्रित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अभिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेगी।

(3) जब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कारबार के अभिलेख की अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पृष्ठ के लिये अगले अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबंधों के अनुसार रखे जायेंगे, उनमें अभिलिखित कार्यवाहियों का साक्ष्य होंगे।

[म० एक० 12-5/81-आर० आर० बी० (26)]

**S.O. 2744.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and Bank of India hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Dewas Shajapur Kshetriya Gramin Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions :—In these rules, unless the context otherwise requires,—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Dewas Shajapur Kshetriya Gramin Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

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(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher.

Provided that where by reason of the provision of sub-section (4) of Section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :—

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the Directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meeting kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F-12-5/81-RRB (26)]

का० भा० 2745—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और स्टेट बैंक मैसूर के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्:—

1 संक्षिप्त नाम और प्रारम्भ —(1) इन नियमों का नाम कल्प-तर्ष ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2 परिभाषा —इन नियमों में, जब तक कि संदर्भ से अन्यथा प्रोक्षित न हों—

(क) 'अधिनियम' से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) 'बैंक' से कल्पतर्ष ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ हैं जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6 अधिवेशन की सूचना तथा कारबार की सूची —(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उस सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुमत्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक मन्ताही की लिखित सूचना नहीं दे दी गयी है।

(2) यदि बोर्ड का आगत अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7 बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से जो अधिक हो, होगी :

परन्तु जहाँ इस अधिवेशन की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहाँ गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन —यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश-दिन हो, तो उसमें अगले दिन, जो सार्वजनिक दिन अवकाश न हो, उसी समय और उसी स्थान के लिये स्थगित हो जायेगा :

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उसमें पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार :—(1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारबार को कागजों के परिचालन द्वारा निदेशकों (भारत से बाहर गये निदेशकों से भिन्न) को निदिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेख्य रूप में किये हैं, उसी प्रकार प्रभावी और प्राबल्य होगा मातां ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ताओं ने हस्ताक्षर किए हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संसूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अभिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख :—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुरनको (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा प्राबल्यपूर्वक या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवृत्तियों के अभिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों का प्रतिया प्रत्येक निदेशक को भेजी जायेगी।

(3) जब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कारबार के अभिलेख का अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसका प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुष्टि के लिये अगले अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबंधों के अनुसार रखे जायेंगे उनमें अभिलिखित कार्यवाहियों का साथ होंगे।

[सं० एफ० 12-5/81-आर० आर० बी० (27)]

**S.O. 2745.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and State Bank of Mysore hereby makes the following rules, namely:—

1. Short title and commencement.—(1) These rules may be called the Kalpatharu Gramina Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

- (a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).
- (b) "bank" means the Kalpatharu Gramena Bank.
- (c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6 Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meetings of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four, whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have

recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each directors as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(27)]

कांसा-2746:-प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक और भारतीय स्टेट बैंक के परामर्श से निम्नलिखित नियम बनाती है, अर्थात् :-

1. संक्षिप्त नाम और प्रारम्भ :—(1) इन नियमों का नाम संगमेश्वर ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा :—इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,—

(क) "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) "बैंक" से संगमेश्वर ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ हैं, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजित बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशन का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा, इस निमित्त विनिर्दिष्ट पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उस सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के विषय जिसके लिए अधिवेशन बुलाया गया है कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुमंजुरी की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दे दी गयी है।

(2) यदि बोर्ड का आपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से जो अधिक हों, होगी :

परन्तु जहाँ इस अधिनियम की धारा 14 की उपधारा (4) के उप-बंध के कारण कोई निदेशक बोर्ड के अधिवेशन में बिचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वहाँ गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो तो उससे अगले दिन जो सार्वजनिक अवकाश दिन न हो उसी समय और उसी स्थान के लिये स्वतः स्थगित हो जायेगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख का अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार :—(1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारबार को कांग्रेसों के परिचालन द्वारा निदेशकों (भारत में बाहर गये निदेशकों से भिन्न) को निविष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हों, उसी प्रकार प्रभावी और अविच्छेदक होगा मानों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को समुचित किया जायेगा।

(5) कांग्रेसों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अधिवेशन के लिये अगले अधिवेशन में रखा जायेगा।

11. कारबार के अखिलेख :—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें हमने पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ यथास्थिति अध्यक्ष अथवा निदेशक जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा प्राधिकारित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अखिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेगी।

(3) जब कोई कारबार या कांग्रेसों के परिचालन द्वारा किये जाए तो इस प्रकार किये गये कारबार के अखिलेख की अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुष्टि के लिए अगले अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त जो इन नियमों के उपबन्धों के अनुसार रख जायेंगे उनमें अभिलिखित कार्यवाहियों का साक्ष्य होंगे।

[सं. एक० 12-5/81-आर० आर० बी० (28)]

**S.O. 2746.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and State Bank of India hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Sanganeeshwara Grameena Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Sanganeeshwara Grameena Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated along with the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.



(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meetings of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of Board shall be one-third of the total number of directors or for whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business, which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each directors as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

कां०अ० 2747 -- प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और पंजाब नेशनल बैंक के परामर्श से निम्नलिखित नियम बनाती है, अर्थात् :--

1 संक्षिप्त नाम और प्रारम्भ.—(1) इन नियमों का नाम रत्न लक्ष्मीबाई क्षेत्रीय ग्रामीण बैंक (बॉर्ड के अधिवेशन) नियम, 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2 परिभाषा -- इन नियमों में, जब तक कि संदर्भ में अन्यथा अपेक्षित न हो,--

(क) "अधिनियम" में प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) 'बैंक' में रत्न लक्ष्मीबाई क्षेत्रीय ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ हैं, जो उनके अधिनियम में हैं।

3. बॉर्ड के अधिवेशनों की स्तूपस संख्या :-- एक वर्ष में बॉर्ड के कम से कम छह अधिवेशन होंगे और हर दिनारा में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :-- अधिवेशनों का संयोजन बॉर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :-- बॉर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिवृत्ति क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बॉर्ड विनिश्चित करे।

6 अधिवेशन की सूचना तथा कार्रवार की सूची :-- (1) (क) बॉर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बॉर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिनों की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कार्रवार की सूची उक्त सूचना के साथ ही परिभाषित की जायेगी।

(घ) उस कार्रवार के सिवाय जिसके लिए अधिवेशन बुलाया गया है बॉर्ड अन्य कार्रवार अधिवेशन के अध्यक्ष तथा उम्मित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कार्रवार के बारे में अध्यक्ष को एक सप्ताह का लिखित सूचना नहीं दे दी गयी है।

(2) यदि बॉर्ड का अपना अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7 बॉर्ड का विशेष अधिवेशन :-- (1) अध्यक्ष, इस प्रयोजन के लिए कम से कम बार निदेशकों से मांग प्राप्त होने पर, बॉर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8 बॉर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के क निहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु जहाँ इस अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निर्देशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मन देने में असमर्थ हो, वहाँ गणपूर्ति तीन की होगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन सार्वजनिक अवकाश दिन हो, तो उससे अगले दिन, जो सार्वजनिक अवकाश दिन न हो, उसी समय और उसी स्थान के लिये स्थगित हो जायेगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निर्देशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिए अधिवेशन स्थगित हो, उससे पूर्व उस निर्देशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कार्रवार :—(1) यदि अध्यक्ष ऐसा निर्देश दे, तो बोर्ड द्वारा किये जाने वाले कार्रवार को कागजों के परिचालन द्वारा निर्देशकों (भारत से बाहर गये निर्देशकों से भिन्न) को निश्चित किया जा सकता है।

(2) कोई भी कार्रवार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निर्देशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हों, उसी प्रकार प्रभावी और आवश्यक होगा मानों ऐसा कार्रवार अधिवेशन में उपस्थित निर्देशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निर्देशकों को संसूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अधिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11. कार्रवार के अधिलेख :—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों को पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निर्देशक, जिनमें अधिवेशन को अध्यक्षता की हो, द्वारा भाषाभारित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्यवाहियों के अधिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतिया प्रत्येक निर्देशक को भेजी जायेगी।

(3) जब कोई कार्रवार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कार्रवार के अधिलेख की अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पृष्ठ के लिये अगले अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबंधों के अनुसार रखे जायेंगे, उनमें अधिलेखित कार्यवाहियों का सक्षम होंगे।

[सं० एक० 12-5/81-प्रार० बी० (29)]

S.O. —In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and Punjab National Bank hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Rani Lakshmi Bai Kshetriya Gramin Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976)

(b) "bank" means the Rani Lakshmi Bai Kshetriya Gramin Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated along-with the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman or the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meetings of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher.

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :—

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and least page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each directors as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(29)]

क्रा.सं. 2748, —प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और भारतीय स्टेट बैंक के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्:—

1. संक्षिप्त नाम और प्रारम्भ (1) इन नियमों का नाम संजिवा ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम 1982 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा : इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,—

(क) “अधिनियम” से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) “बैंक” से संजिवा ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में हैं।

3. बोर्ड के प्रतिनिधियों की न्यूनतम संख्या : एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिनियमित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का सत्र एक स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक सप्ताह की लिखित सूचना नहीं दी गयी है।

(2) यदि बोर्ड का आपान अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलायेगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन मांग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या को एक तिहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु जहाँ इस अधिवेशन की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वह गणपूर्ति तैयार करेगा।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन राजनैतिक अवकाश-दिन हो, तो उससे अगले दिन, जो राजनैतिक अवकाश-दिन न हो, उसी समय और उसी स्थान के लिये स्वतः स्थगित हो जायेगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिये अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उसे तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार :—(1) यदि अध्यक्ष ऐसा निदेश दे तो बोर्ड द्वारा किये जाने वाले कारबार को कागजों के परिचालन द्वारा निदेशकों (भारत से बाहर गये निदेशकों से भिन्न) को निदिष्ट किया जा सकता है। (2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हों, उसी प्रकार प्रभावी और बाधककार होगा मानो ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हों।

(4) यदि कोई मामला परिचालित किया जाता है तो उस परिचालन परिणाम से सभी निदेशकों को संज्ञित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी नियमों को अभिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख :—(1) (क) बोर्ड के अधिवेशनों के कागजातों को पुस्तकों (जिन्हें हमने इसके पश्चात् कायबूत पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अधिवेशन के अध्यक्ष की अध्यक्षता की है, द्वारा आशुषित या हस्ताक्षरित किया जाएगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन का कार्यवाह्य के अभिलेख के अन्तिम पृष्ठ पर तारीख डाली जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्यवृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेगी।

(3) अब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार कि ये कारबार के अभिलेख की अध्यक्ष द्वारा हस्ताक्षरित किया जाएगा और कार्यवृत्त पुस्तक में उसकी प्रविष्टि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुस्तक के लिये अगले अधिवेशन में रखे जायेगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबन्धों के अनुसार रखे जायेगे, उनमें अभिलिखित कार्यवाहियों का संक्षेप हूँगे।

[सं. एक 12-5/81-आर.बी. (30)]

**S.O. 2748.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and State Bank of India hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Manjira Grammeena Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions :—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Manjira Grammeena Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board :—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings :—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings :—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business :—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

2. Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisitions shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting :—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation :—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No F. 12-5/81-RRB(30)]

नई दिल्ली, 25 जून, 1982

का.आ. 2749—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 29 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक और सिविल बैंक के परामर्श से निम्नलिखित नियम बनाती है, अर्थात्—

1. संक्षिप्त नाम और प्रारम्भ :

(1) इन नियमों का नाम पिनाकिनी ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम 1981 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा : इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,—

(क) "अधिनियम" से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) "बैंक" से पिनाकिनी ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों को, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिवृक्षित क्षेत्रों में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक को अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जायेगी।

(घ) उस कारबार के सिवाय जिसके लिए अधिवेशन बुलाया गया है, कोई अन्य कारबार अधिवेशन के अध्यक्ष तथा उपस्थित निदेशकों की बहुसंख्या की सहमति के बिना तब तक नहीं किया जायेगा जब तक कि उस कारबार के बारे में अध्यक्ष को एक मन्ताह की लिखित सूचना नहीं दी गयी है।

(2) यदि बोर्ड का अपात अधिवेशन बुलाना आवश्यक हो तो प्रत्येक निदेशक को पर्याप्त समय पूर्व सूचना दी जायेगी।

7. बोर्ड का विशेष अधिवेशन :—(1) अध्यक्ष, इस प्रयोजन के लिए कम से कम चार निदेशकों से मांग प्राप्त होने पर, बोर्ड का अधिवेशन बुलाएगा।

(2) इस मांग में उस प्रयोजन का उल्लेख होगा, जिसके लिए अधिवेशन बुलाने की अपेक्षा की गयी है।

(3) अधिवेशन गंग प्राप्त होने की तारीख से 21 दिन के भीतर ही बुलाया जायेगा।

8. बोर्ड के अधिवेशन के लिए गणपूर्ति निदेशकों की कुल संख्या के एक तिहाई या चार की, इनमें से जो अधिक हो, होगी।

परन्तु जहाँ इन अधिनियम की धारा 14 की उपधारा (4) के उपबंध के कारण कोई निदेशक बोर्ड के अधिवेशन में विचार-विमर्श में भाग लेने के अथवा मत देने में असमर्थ हो, वह गणपूर्ति तीन की होंगी।

9. गणपूर्ति न होने के कारण अधिवेशन का स्थगन :—यदि बोर्ड का अधिवेशन, गणपूर्ति न होने के कारण नहीं हो सका हो तो अधिवेशन अगले सप्ताह में उसी दिन, उसी स्थान एवं समय के लिए, अथवा यदि वह दिन

सर्वश्रमिक अवकाश-दिन हो, तो उसमें अगले दिन, जो सर्वश्रमिक अवकाश-दिन न हो, उसी समय और उसी स्थान के लिये स्वतः स्थगित हो जायेगा।

परन्तु जहाँ गणपूर्ति न होने के कारण स्थगित अधिवेशन में कोई निदेशक अनुपस्थित रहा हो, वहाँ अध्यक्ष जिस तारीख तक के लिये अधिवेशन स्थगित हो, उससे पूर्व उस निदेशक को यह सूचना भेजेगा कि गणपूर्ति न होने के कारण उस तारीख को अधिवेशन नहीं हुआ।

10. परिचालन द्वारा कारबार :—(1) यदि अध्यक्ष ऐसा निदेश दे, तो बोर्ड द्वारा किये जाने वाले कारबार को कागजों के परिचालन द्वारा निदेशकों (भारत में बाहर गये निदेशकों से भिन्न) को निदिष्ट किया जा सकता है।

(2) कोई भी कारबार जिसे उपनियम (1) के अन्तर्गत परिचालित किया गया हो और उन निदेशकों के बहुमत द्वारा अनुमोदित किया जा चुका हो, जिन्होंने अपने विचार लेखबद्ध किये हों, उसी प्रकार प्रभावी और आवश्यक होगा मानों ऐसा कारबार अधिवेशन में उपस्थित निदेशकों के बहुमत द्वारा विनिश्चित किया गया हो।

(3) परिचालन द्वारा पारित कोई मामला बोर्ड द्वारा उस तारीख को पारित किया गया माना जायेगा जिस तारीख को उस मामले पर अन्तिम हस्ताक्षरकर्ता ने हस्ताक्षर किये हों।

(4) यदि कोई मामला परिचालित किया जाना है तो उस परिचालन परिणाम से सभी निदेशकों की संसूचित किया जायेगा।

(5) कागजों के परिचालन द्वारा किसी प्रश्न पर किये गये सभी निर्णयों को अभिलेख के लिये अगले अधिवेशन में रखा जायेगा।

11. कारबार के अभिलेख :—(1) (क) बोर्ड के अधिवेशनों के कार्यवृत्तों की पुस्तकों (जिन्हें इसमें इसके पश्चात् कार्यवृत्त पुस्तक कहा गया हो) में रखा जायेगा।

(ख) कार्यवृत्त पुस्तक का हर पृष्ठ, यथास्थिति, अध्यक्ष अथवा निदेशक, जिसमें अधिवेशन की अध्यक्षता की हो, द्वारा आशुसारित या हस्ताक्षरित किया जायेगा तथा ऐसी पुस्तक में प्रत्येक अधिवेशन की कार्य-वाहियों के अभिलेख के अन्तिम पृष्ठ पर तारीख दर्ज की जायेगी।

(2) प्रत्येक अधिवेशन की समाप्ति के पश्चात् यथाशीघ्र इन कार्य-वृत्तों की प्रतियां प्रत्येक निदेशक को भेजी जायेगी।

(3) जब कोई कारबार या कागजों के परिचालन द्वारा किया जाये तो इस प्रकार किये गये कारबार के अभिलेख की अध्यक्ष द्वारा हस्ताक्षरित किया जायेगा और कार्यवृत्त पुस्तक में उसकी प्रतिलिपि की जायेगी।

(4) प्रत्येक अधिवेशन के कार्यवृत्त पुष्टि के लिये अनेक अधिवेशन में रखे जायेंगे।

(5) अधिवेशनों के वे कार्यवृत्त, जो इन नियमों के उपबंध के अनुसार रखे जायेंगे, उनमें अभिलिखित कार्यवाहियों का साक्ष्य होंगे।

[सं० एक० 12-5/81-प्रार० प्रार० बी० (31)]

New Delhi, the 25th June, 1982

**S.O 2749.**—In exercise of the powers conferred by section 29 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government, after consultation with the Reserve Bank of India and Syndicate Bank hereby makes the following rules, namely :—

1. Short title and commencement.—(1) These rules may be called the Pinakini Grameena Bank (Meetings of Board) Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires—

(a) "Act" means the Regional Rural Banks Act, 1976 (21 of 1976).

(b) "bank" means the Pinakini Grammeena Bank.

(c) words and expressions used herein and not defined but defined in the Act have the meanings, respectively, assigned to them in the Act.

3. Minimum number of meetings of the Board.—The Board shall hold at least six meetings in a year and at least one meeting in every quarter.

4. Convening of meetings.—Meetings of the Board shall be convened by the Chairman.

5. Venue of the meetings.—The meetings of the Board shall be held at the head office of the bank or at such other place in the notified area as the Board may decide.

6. Notice of meeting and list of business.—(1) (a) The Chairman shall decide the time and place of every meeting of the Board.

(b) A notice of not less than fifteen days shall ordinarily be given to every director for a meeting of the Board and the notice shall be sent to every director at the address specified by him in this behalf.

(c) A list of business proposed to be transacted at the meeting shall be circulated alongwith the notice.

(d) No business, other than that for which the meeting was convened, shall be transacted at a meeting of the Board except with the consent of the Chairman of the meeting and a majority of the Directors present unless one week's notice of such business has been given in writing to the Chairman.

(2) Where it is necessary to call an urgent meeting of the Board, a notice of not less than seven days shall be given to each director.

7. Special meeting of the Board.—(1) The Chairman shall call a meeting of the Board after a requisition for that purpose has been received by him from not less than four directors.

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be, who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(31)]

का०आ० 2750 — प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 39 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक और यूनाइटेड कामर्शियल बैंक के परामर्श से निम्नलिखित नियम बनाती है, अर्थात् :—

1. संक्षिप्त नाम और प्रारम्भ :—(1) इन नियमों का नाम हावड़ा ग्रामीण बैंक (बोर्ड के अधिवेशन) नियम 1981 है।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे।

2. परिभाषा :—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,—

(क) 'अधिनियम' से प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) अभिप्रेत है।

(ख) 'बैंक' से हावड़ा ग्रामीण बैंक अभिप्रेत है।

(ग) ऐसे शब्दों और पदों के, जो इन नियमों में प्रयुक्त हैं और परिभाषित नहीं हैं किन्तु अधिनियम में परिभाषित हैं वही अर्थ है, जो उनके अधिनियम में हैं।

3. बोर्ड के अधिवेशनों की न्यूनतम संख्या :—एक वर्ष में बोर्ड के कम से कम छह अधिवेशन होंगे और हर तिमाही में कम से कम एक अधिवेशन होगा।

4. अधिवेशनों का संयोजन :—अधिवेशनों का संयोजन बोर्ड के अध्यक्ष द्वारा किया जायेगा।

5. अधिवेशनों का स्थान :—बोर्ड के अधिवेशन बैंक के मुख्य कार्यालय में अथवा अधिसूचित क्षेत्र में किसी ऐसे अन्य स्थान पर होंगे, जिसे बोर्ड विनिश्चित करे।

6. अधिवेशन की सूचना तथा कारबार की सूची :—(1) (क) बोर्ड के प्रत्येक अधिवेशन का समय एवं स्थान अध्यक्ष द्वारा विनिश्चित किया जायेगा।

(ख) बोर्ड के अधिवेशन के लिए प्रत्येक निदेशक का अधिवेशन की तारीख से साधारणतः कम से कम पन्द्रह दिन की सूचना दी जायेगी और प्रत्येक निदेशक को यह सूचना उसके द्वारा इस निमित्त विनिश्चित पते पर भेजी जायेगी।

(ग) अधिवेशन में किये जाने के लिए प्रस्तावित कारबार की सूची उक्त सूचना के साथ ही परिचालित की जायेगी।

(2) The requisition shall state the purpose for which the meeting is required to be called.

(3) The meeting shall be called not later than twenty-one days from the date of receipt of the requisition.

8. Quorum for a meeting.—A quorum for a meeting of the Board shall be one-third of the total number of directors or four whichever is higher :

Provided that where by reason of the provision of sub-section (4) of section 14 of the Act any director is unable to take part in the discussion of, or vote at, a meeting of the Board, the quorum shall be three.

9. Adjournment of meeting for want of quorum.—If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place :

Provided that where a director is not present at a meeting adjourned for want of quorum, the Chairman shall, before the date to which the meeting stands adjourned, send notice to the director that the meeting was not held on the date for want of quorum.

10. Business by circulation.—(1) A business which is to be transacted by the Board may, if the Chairman so directs, be referred to directors (other than directors who are absent from India) by circulation of papers.

(2) Any business circulated under sub-rule (1) and approved by such number of directors as are necessary to constitute quorum for a meeting of the Board who have recorded their views in writing shall be as effectual and binding as if such business were decided by the majority of the directors present at a meeting.

(3) A business passed by circulation shall be deemed to be a business passed by the Board on the date it was signed by the last signatory to the business.

(4) If a business is circulated the result of the circulation shall be communicated to all the directors.

(5) All decisions on a question arrived at by circulation of papers shall be placed at the next meeting for record.

11. Records of business.—(1) (a) The minutes of the meetings of the Board shall be kept in book (hereinafter referred to as the Minutes Book).

(b) Every page of the Minutes Book shall be initialed or signed by the Chairman or the director, as the case may be who presided at the meeting and last page of the record of proceedings of each meeting of such book shall be dated.

(2) Copies of such minutes shall be forwarded to each director as soon as possible after every meeting.

(3) When a business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman and shall be entered in the Minutes Book.

(4) The minutes of each meeting shall be placed before the next meeting for confirmation.

(5) The minutes of meetings kept in accordance with the provisions of these rules shall be evidence of proceedings recorded therein.

[No. F. 12-5/81-RRB(32)]  
DINESH CHANDRA, Director

नई दिल्ली, 22 जून, 1982

क्रा०आ० 2751—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, रिजर्व बैंक ऑफ इंडिया की सकारिण पर, एतद्वारा घोषित करती है पहली जुलाई, 1982 से प्रारम्भ होकर 30 जून, 1984 को समाप्त होने वाली अवधि के दौरान—

(क) उक्त अधिनियम की धारा 10 की उपधारा (1) के खंड (ग) के उपखंड (i) और (ii) तथा धारा 10ख की उपधारा (2) और (4) के उपबंध "जम्मू तथा कश्मीर बैंक लिमिटेड, श्रीनगर" पर जहाँ तक लागू नहीं होंगे जहाँ तक कि ये उपबंध उक्त बैंक का प्रबंध इसके अध्यक्ष द्वारा किये जाने का प्रविषेध इस कारण करने हैं कि ये कंपनी अधिनियम, 1956 (1956 का 1) के अधीन एक पंजीकृत कंपनी "कृषिक वित्त निगम लि०" के निदेशक हैं; और

(ख) उक्त अधिनियम की धारा 19 की उपधारा (3) के उपबंध उक्त बैंक के मामलों में वहाँ तक लागू नहीं होंगे जहाँ तक कि ये उपबंध उक्त बैंक के उपर्युक्त "कृषिक वित्त निगम लि०" के शेषर धारण करने का प्रतिषेध करने हैं।

[मध्या एफ० 9/7/82-प०सी०]

New Delhi, the 22nd June, 1982

S.O. 2751.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of Reserve Bank of India, hereby declares that, during the period commencing on the 1st July, 1982 and ending with the 30th June, 1984 :—

(a) the provisions of sub-clauses (i) and (ii) of clause (c) of sub-section (1) of section 10 and sub-sections (2) and (4) of section 10B of the said Act shall not apply to the Jammu & Kashmir Bank Limited, Srinagar, insofar as the said provisions prohibit the said bank from being managed by its Chairman by reason of his being a director of the Agricultural Finance Corporation Limited, a company registered under the Companies Act, 1956 (1 of 1956); and

(b) the provisions of sub-section (3) of section 19 of the said Act shall not apply to the said bank insofar as the said provisions prohibit the said bank from holding shares in the said Agricultural Finance Corporation Limited.

[No. 9(7)/82-AC]

क्रा०आ० 2752—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सकारिण पर एतद्वारा घोषणा करती है कि 1 जुलाई, 1982 से प्रारम्भ होकर 30 जून, 1984 को समाप्त होने वाली अवधि के दौरान—

(क) उक्त अधिनियम की धारा 10 की उपधारा (1) के खंड (ग) के उपखंड (i) और (ii) के उपबंध नीचे लिखे बैंकों के मामलों में वहाँ तक लागू नहीं होंगे जहाँ तक कि उक्त उपबंध बैंकों का प्रबंध उन व्यक्तियों द्वारा किये जाने का प्रतिषेध करते हैं, जो कि कंपनी अधिनियम, 1956 (1956 का 1) के अधीन एक पंजीकृत कंपनी "कृषिक वित्त निगम लि०" के निदेशक हैं, और

(ख) उक्त अधिनियम की धारा 19 की उपधारा (3) के उपबंध नीचे लिखे बैंकों के मामलों में वहाँ तक लागू नहीं होंगे जहाँ



तक कि वे उपर्युक्त उक्त बैंकों को उक्त 'वृत्तिक वित्त निगम लि.' के शेयर धारण का प्रतिषेध करते हैं

क्रम सं० बैंक का नाम

1. भारतीय स्टेट बैंक
2. सेंट्रल बैंक ऑफ इंडिया
3. बैंक ऑफ इंडिया
4. पंजाब नेशनल बैंक
5. बैंक ऑफ बड़ोदा
6. यूनाइटेड कमर्शियल बैंक
7. यूनाइटेड बैंक ऑफ इंडिया
8. एनियन बैंक ऑफ इंडिया
9. बैंक ऑफ महाराष्ट्र
10. सिंडीकेट बैंक
11. देना बैंक
12. कनारा बैंक
13. इण्डियन बैंक
14. इण्डियन ओवरसीज बैंक
15. आंध्र बैंक

[संख्या 9(7)/82-ए.सी.]

राम बेहरा, अवर सचिव

**S.O. 2752.**—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that, during the period commencing on the 1st July, 1982 and ending with the 30th June, 1984:

- (a) the provisions of sub-clauses (i) and (ii) of clause (c) of sub-section (1) of section 10 of the said Act shall not apply to the undernoted banks insofar as the said provisions prohibit the said banks from being managed by persons who are directors of the Agricultural Finance Corporation Limited, a company registered under the Companies Act, 1956 (1 of 1956), and
- (b) the provisions of sub-section (3) of Section 19 of the said Act shall not apply to the undernoted banks, in so far as the said provisions prohibit the said banks from holding shares in the said Agricultural Finance Corporation Limited.

Sr. No. Name of the bank

1. State Bank of India.
2. Central Bank of India.
3. Bank of India.
4. Punjab National Bank.
5. Bank of Baroda.
6. United Commercial Bank
7. United Bank of India.
8. Union Bank of India.
9. Bank of Maharashtra.
10. Syndicate Bank.
11. Dena Bank.
12. Canara Bank.
13. Indian Bank.
14. Indian Overseas Bank.
15. Andhra Bank

[N.O. 9(7)/82-AC]

RAAM BEHRA, Under Secy

## वाणिज्य मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 17 जुलाई, 1982

क्र.० आ. 2753--रा.पति. भारतीय चाय व्यापार निगम लि. की संस्था अतिनियमावली के अनुच्छेद 84(8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री बी.के. गोस्वामी, अध्यक्ष, चाय बोर्ड को श्री बी.के. दास गुप्ता के स्थान पर आगामी आदेश होने तक इस निगम के अध्यक्ष-सह-प्रबन्ध निदेशक के रूप में नियुक्त करते हैं।

श्री बी.के. गोस्वामी चाय बोर्ड के अध्यक्ष के कार्यभार के अलावा भारतीय चाय व्यापार निगम के अध्यक्ष-सह-प्रबंध निदेशक का पद भी संभालेंगे।

[सं. सी-12016(5) 80-प्लांट(ए)]  
के. सांदिल्या, निदेशक

## MINISTRY OF COMMERCE

(Department of Commerce)

New Delhi, the 17th July, 1982

**S.O. 2753.**—In exercise of the powers conferred by Article 84(8) of the Articles of Association of the Tea Trading Corporation of India Ltd., the President of India is pleased to appoint Shri B. K. Goswami, Chairman, Tea Board, as Chairman-cum-Managing Director of the Corporation, until further orders, in the place of Shri P. K. Das Gupta.

Shri B. K. Goswami will hold the position of Chairman-cum-Managing Director, TTCI, in addition to the office of Chairman, Tea Board.

[C-12016(5)/80-Plant(A)]  
K. SANDILYA, Director

नई दिल्ली, 31 जुलाई, 1982

क्र. आ. 2754.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मरसम् स्पुपरिन्टेन्डेंट्स सर विलियम्स इन्सपेक्टेड आफ इण्डिया नई दिल्ली को इससे उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज तथा अयस्क का निर्यात से पूर्व निरीक्षण के लिए अभिकरण के रूप में एक वर्ष की अवधि के लिए मान्यता देती है।

## अनुसूची

1. मंगनीज डायक्साइड सहित कच्ची मंगनीज धातु,
2. कच्चा लोहा,
3. फेरोमंगनीज के धातुमय सहित फेरोमंगनीज,
4. निस्तप्त ब्रोमाइड सहित ब्रोमाइड,
5. मंगनीज डायक्साइड,
6. सांद्रित क्रोम सहित कच्चा क्रोम.
7. कायनाइट,
8. मिलीमेनाइट,
9. सांद्रित जिंक सहित कच्चा जिंक,
10. परिदग्ध और निस्तप्त मंगनेसाइट सहित मंगनेसाइट,
11. बैराइट्स,
12. लाल आक्साइड,
13. पीला गैरिक,
14. सेलसुडी,
15. स्फीटीय।

[सं. 5/7/79-ई. आई. और ई. पी.]  
स. प्रकाश, अवर सचिव

New Delhi, the 31st July, 1982

**S.O. 2754.**—In exercise of the powers conferred by section 7 of the Export (Quality Control and Inspection) Act 1963 (22 of 1963) the Central Government hereby recognises for a period of one year M/s. Superintendence Surveillance Inspectorate of India New Delhi, as an agency for the inspection of Minerals and Ores specified in Schedule annexed hereto prior to export.

## SCHEDULE

1. Manganese Ore, Excluding manganese dioxide
2. Iron Ore.
3. Ferromanganese, including ferromanganese slag.

4. Bauxite, including calcined bauxite.
5. Manganese Dioxide.
6. Chrome Ore, including chrome concentrates
7. Kyanite.
8. Sillimanite.
9. Zinc Ores, including zinc concentrates.
10. Magnesite including dead burnt and calcined magnesite.
11. Barytes.
12. Red Oxide.
13. Yellow Ochre.
14. Steatite.
15. Feldspar.

[F. No. 5(7)/79-FI&EP]  
S. PRAKASH, Under Secy.

## नागरिक पूर्ति संचालय

भारतीय मानक संस्था

नई दिल्ली 1982-07-01

क्र० आ० 2755.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के निधम 4 के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि उक्त विनियम (3) के उपविनियम (1) के अनुसार प्राप्त अधिकारी के अधीन यहां अनुसूची में दिए भारतीय मानकों के संशोधन जारी किए गए हैं :

## अनुसूची

क्रम सं०	संशोधित भारतीय मानकों की पद-संख्या और शीर्षक	जिस राजपत्र में भारतीय मानक तैयार होने की सूचना छपा थी उसकी एसओ संख्या और दिनांक	संशोधन की संख्या और दिनांक	संशोधन का संक्षिप्त विवरण	संशोधन लागू होने की तिथि
1	2	3	4	5	6
1.	IS. 75-1973 कच्चे और शोधित असम के तेल का विशिष्ट	एसओ 1690 दिनांक 1 नवम्बर 1975	सं० 1 मिनम्बर 1979	अस्य कई उपयोगों के अलावा असम का तेल पर्याप्त मात्रा में रंग रोगन उद्योग में मुखाने के तेल के रूप में प्रयोग किया जाता है। तेल में मुखाने का गुण अधीक्षण आयोडीन मान पर निर्भर करता है दूसरे पुनरीक्षण में खाद्य अपशिष्ट निरोध (पी एफ ए) नियमों के अनुसार असमों के तेल का आयोडीन मान न्यूनतम 170 निर्धारित किया गया इसके लेवन उद्योग में कुछ कठिनाईयां अनुभव की गई। अतएव इस संशोधन के जरिए लेवन उद्योग में प्रयुक्त होने वाले असमों के तेल की न्यूनतम आयोडीन मानक 175 निर्धारित किया जा रहा है।	1979-09-05
2.	IS : 696-1972 सामान्य धर्ज, नियरी आईग की रीति सहित (दूसरा पुनरीक्षण)	एसओ 2939 दिनांक 6 मिनम्बर 1979	सं० 2 मिनम्बर 1979	(1) सारणी 2.1 का संशोधन किया गया है। (2) खंड 4-3-7.1 की जगह नया खंड दिया गया है। (3) पृष्ठ 56 आकृति 4-6-1 वर्तमान आकृतियों को निम्न संख्या दे: आकृति 4-61 ए, आकृति 4-61 बी, आकृति 4-61 सी आकृति 4-61 डी आकृति 1-61 ई (4) सारणी 3.4 का संशोधन किया गया गया है। (5) सारणी 7.1 में पृष्ठ 80.81 और 82 पर नए संकेताक्षर दिए गए हैं।	1979-09-30

1	2	3	4	5	6
3	IS 774-1971 शीवालयों व मूर्तियों के लिये धोने की टाकियों की विशिष्टि वाल्व-रहित साइफल नूमा (तृतीय पुनरीक्षण)	एसओ 231 दिनांक 1974-01-25	*सं० 4 जनवरी 1979	(1) खंड 3.5, 4.1, 7.1, 8.8.1, 8.2 और 10.1.1 का जगह नये खंड दिए गए हैं। (2) पृष्ठ 5 पर " " चिह्नित वर्तमान टिप्पणी को जगह नई टिप्पणी दी गई है। (3) खंड 7.1.2 का संशोधन किया गया है। (4) खंड 10.1.1 के बाद परिशिष्ट ए को जोड़ा गया है।	1979-01-31
4	IS 1237-1959 सीमेंट में बने फर्श एसओ 485 दिनांक 1960-02-27	1979	सं० 4 फरवरी 1979	(1) खंड 3.1 व 10.1 की जगह नए खंड दिए गए हैं। (2) सारणी 111 की जगह नई सारणी दी गई है।	1979-02-28
5	IS 1370-1976 सतह छर्पण रखड़ के संशोधन बेंडिंग की विशिष्टि (दूसरा पुनरीक्षण)	एसओ 98 दिनांक 1980-01-12	सं० 2 अगस्त 1979	पृष्ठ 6 खंड जी-1 लाइन 1 (कृपया संशोधन सख्या 1 देखें) डक 28 के स्थान पर डक 28,31 और 34 कर ले।	1979-08-31
6	IS: 1660 (भाग-4)-1966 पिट्टा गैल-मीनियम के बर्तनों की विशिष्टि भाग-4 मोटे पैदे वाले बर्तन)		सं० 2 अगस्त 1979	पृष्ठ 4, सारणी 1 स्तम्भ में 5 में क्रम सख्या (1) के सामने 1.60 के स्थान पर 1.25 कर ले।	1979-08-31
7	IS: 1837-1966 फैनलाइट्स छुरियों की विशिष्टि (पहला पुनरीक्षण)	एसओ 913 दिनांक 1967-03-18	सं० 1 सितम्बर 1979	(1) खंड 5.2 की जगह नया खंड दिया गया है। (2) चिह्नित वर्तमान पादटिप्पणी के स्थान पर नई टिप्पणी दी गई है।	1979-09-30
8	IS: 1848-1971 छपाई लेखन के लिए कागज की विशिष्टि (पहला पुनरीक्षण)	एसओ 2975 दिनांक 1979-10-13	सं० 4 सितम्बर 1979	खंड 4.1 की जगह नया खंड दिया गया है।	1979-09-30
9	IS: 1884-1970 स्वचल बाहनों के लिए बिजली के भोपू की विशिष्टि (पहला पुनरीक्षण)	एसओ 570 दिनांक 1971-01-30	सं० 2 अगस्त 1979	(पृष्ठ 13, खंड 6.14.5 आखिरी लाइन) वक "सी" की जगह वक "ए" पड़े।	1979-08-31
10	IS: 1978-1971 लाइन पार्श्व की विशिष्टि (पहला पुनरीक्षण)	एसओ 3305 दिनांक 1972-10-21	सं० 1 अगस्त 1979	(1) पृष्ठ 7 पर खंड 7.2.1 में दो गई अनौपचारिक सारणी संशोधन की गई है। (2) पृष्ठ 11, सारणी 2, स्तम्भ 2 आखिरी प्रविष्टि 106.6 की जगह 101.6 कर ले।	1979-08-31
11	IS: 2086-1963 पुन. तार लग सकने वाले बिजली के फ्यूज (650वोल्ट तक) के कैरियर व बेस की विशिष्टि (पुनरीक्षण)	एसओ 2370 दिनांक 1963-08-24	सं० 6 सितम्बर 1979	(1) खंड 0.5 की जगह नया खंड दिया गया है। (2) पृष्ठ 7, खंड 3.2 टिप्पणी लाइन 2 31 दिसम्बर 1976 की जगह 31 दिसम्बर 1980 कर लें।	1979-09-30
12	IS: 2191 (भाग-1) 1973 लकड़ी के सपाट एसओ 3069 दिनांक 1975-09-13	1978	**सं० 2 दिसम्बर 1978	(1) खंड 2.1.5 1.2.5 3.5 3.5 4 1.5 6, 5.7, 8.2 व 8.3 की जगह नये खंड दिए गए हैं। (2) पृष्ठ 4 पर दी गई अंकित वर्तमान पाद-पाद टिप्पणी की जगह नई टिप्पणी दी गई है।	1978-12-3

\*भा मा संस्था प्रमाणन मुहर योजना के अंतर्गत यह संशोधन दिनांक 1979-10-01 से लागू होगा।

\*\*भा मा संस्था प्रमाणन मुहर अंतर्गत यह संशोधन दिनांक 1980-01-01 से लागू होगा।

(1)	(2)	(3)	(4)	(5)	(6)
				(3) सारणी 2 व 3 संशोधित की गई है।	
				(4) खंड 5.2.1 और बी-2 4.3 की जगह नये खंड दिए गए हैं।	
				(5) पृष्ठ 9 पर (×) व (+), अंकित पादटिप्पणी की जगह नई पाद टिप्पणियां दी गई हैं।	
				(6) पृष्ठ 10 पर (‡) अंकित पादटिप्पणी की जगह नई टिप्पणी दी गई है।	
				(7) पृष्ठ 13 पर (±) अंकित पादटिप्पणी की जगह नई टिप्पणी दी गई है।	
				(8) परिशिष्ट ए का संशोधन किया गया है।	
13.	IS : 2202 (भाग-1)- 1973 लकड़ी के एसओ 4690 दिनांक *सं० 2	सपाट दरवाजों के कपाट (टोस कार वाले) 1975-11-01	अक्टूबर 1979	(क) खंड 2 1.5.1.2.5 2.1.5 3 , 5 4.1.5 6.1.5.6.3.5 7., 8.2., 8 3 व बी 2.4.3 का संशोधन किया है।	1978-10-31
		की विशिष्ट भाग (1) सामने प्लाईवुड के लकड़े वाले (दूसरा पुनर्क्षण)		(2) पृष्ठ 4 पर (+) अंकित पादटिप्पणी, पृष्ठ 10 पर (×) व (+) अंकित पादटिप्पणी, पृष्ठ 11 पर (+) अंकित व पृष्ठ 14 पर (‡) अंकित पादटिप्पणी की जगह नई टिप्पणियां दी गई हैं।	
				(3) सारणी 2 का संशोधन किया गया है।	
				(4) परिशिष्ट "ए" का संशोधन किया गया है।	
14.	IS : 2312-1967 प्रोपलेर वाले एसी एसओ 520 दिनांक **सं० 6	संवर्णी पखों की विशिष्ट (पहला पुन- 1968-12-10	अप्रैल 1979	(1) आकृति 4 की जगह नई आकृति दी गई है।	1979-04-30
		रीक्षण)		(2) खंड 14.2.3.1 का संशोधन किया गया है।	
				(3) खंड 14.6 की जगह नया खंड दिया गया है।	
15.	IS : 2473-1975 सीटर हॉल्म के लिए एसओ 3440 दिनांक सं० 1	माप की विशिष्ट (पहला पुनरीक्षण) 1978-12-02	मार्च 1979	खंड 2.1 व 2.2 का संशोधन किया गया है।	1979-09-30
16.	IS : 2553-1971 बजाव के शीशों की एसओ 3163 दिनांक **सं० 2	विशिष्ट (दूसरा पुनरीक्षण) 1973-11-10	मई 1979	(1) खंड 0.2 व 4.3.1 का संशोधन किया गया है।	1979-05-31
				(2) पृष्ठ 3, 5, व 6 पर (*) अंकित पादटिप्पणी की जगह नई पादटिप्पणी दी गई है।	
				(3) खंड 4.1.1 व 4.2.1 की जगह नये खंड दिए गए हैं।	
				(4) खंड 4.1.2 को हटा दिया गया है।	
				(5) परिशिष्ट "बी" की जगह नया परिशिष्ट दिया गया है।	
17.	IS : 2593-1964 छान श्रमिकों की टोपी एसओ 4100 दिनांक ***सं० 4	की शक्तियों के लिए लचीले केबलों की 1964-12-05	नवंबर 1978	(1) खंड 3.1 की जगह नया खंड दिया गया है।	1978-11-30
		विशिष्ट।		(2) खंड 3.1.2, 3.1.2.1 व 3.3 हटा दिए गए हैं।	
				(3) खंड 5.1.1 के बाद नई पादटिप्पणी दी गई है।	

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\*\*भा मा संस्था प्रमाणन मुहर योजना के अंतर्गत यह संशोधन दिनांक 1979-12-01 से लागू होगा।

\*\*\* भा मा संस्था प्रमाणन मुहर योजना के अंतर्गत यह संशोधन दिनांक 1979-07-01 से लागू होगा।

(1)	(2)	(3)	(4)	(5)	(6)
18.	IS : 2694-1964 डलाई से बने स्क्रू में प्रयुक्त होने वाले मफेद काफ की विशिष्टि	एसओ 3329 दिनांक 1964-09-19	सं० 1 अग० 1979	सारणी 1 का संशोधन किया गया है।	1979-08-31
19.	IS : 2830-1975 संरचना इस्पात (मानक किस्म) में पुनर्वेल्लन के लिए कार्बन इस्पात के बिलेट ब्लूम व स्लीब की विशिष्टि (पहला पुनरीक्षण)	एसओ 2938 दिनांक 1964-09-19	सं० 2 जन० 1979	सतत ठले हुए बिलेट्स के लिए जो अपेक्षाएं इस मामले में की गई थी, वे अपेक्षाएं अब IS : 6915-1978 सं. संरचनात्मक इस्पात (मानक किस्म) में वेल्डन के लिए सतत ठले बिलेट्स व इंगट की विशिष्टि (पहला पुनरीक्षण) में की गई है। अतएव वे अपेक्षाएं IS : 2830-1975 से हटाई जा रही हैं।	1979-08-31
20.	IS : 2831-1975 संरचनात्मक इस्पात (साधारण किस्म) में पुनर्वेल्लन के लिए कार्बन इस्पात बिलेट्स, ब्लूम व स्लेब की विशिष्टि (दूसरा पुनरीक्षण)	—वही—	सं० 2	—वही—	1979-08-30
21.	IS : 2925-1975 उद्योग में प्रयुक्त बज्राव टोपों की विशिष्टि (पहला पुनरीक्षण)	एसओ 313 दिनांक 1979-01-27	सं० 3 सित० 1979	खंड 5.4 व 5.5 का संशोधन किया गया है।	1979-09-30
22.	IS : 2932-1974 बाह्य (ए) निचलास्तर देने की (बी) फिनिशिंग, सफ़ाई इतैमल की विशिष्टि (पहला पुनरीक्षण)	एसओ 4697 दिनांक 1975-11-01	*सं० 1 मार्च 1979	(1) खंड 4.1 की अनौपचारिक सारणी का संशोधन किया गया है। (2) खंड 5.1.1, 5.1.4 (ए), 5.1.4 (बी) 5.2.2, 5.2.2.2, व 8.1 का संशोधन किया गया है। (3) खंड 5.7 को हटा दिया गया है। (4) सारणी 1 का संशोधन किया गया है।	1979-03-31
23.	IS : 2933-1975 बाह्य (ए) निचलास्तर देने की (बी) फिनिशिंग इतैमल की विशिष्टि (पहला पुनरीक्षण)	एसओ 1892 दिनांक 1977-11-06	*सं० 1 अप्रैल 1979	(1) खंड 4.1, 5.1.1, 5.1.4 (ए), 5.1.4 (बी) 5.2.2, 5.2.2.2, व 8.1 का संशोधन किया गया है। (2) सारणी 1 का संशोधन किया गया है। (3) खंड 5.5 को हटा दिया गया है।	1979-04-30
24.	IS : 3148-1978 सामान्य उपयोग के लिए धातु के बने स्लाइड बंधकों की विशिष्टि (दूसरा पुनरीक्षण)	—	सं० 1 अग० 1979	पृष्ठ 1, समिति गठन सदस्य की पंक्ति 12 में बी० के० मोहन के स्थान पर बी०के० मोहन कर लें।	1979-08-31
25.	IS : 3192-1965 विद्युत केबल्ज में प्रयुक्त फुटन कैंनिको की विशिष्टि।	एसओ 664 दिनांक 1966-03-05	सं० 1 सित० 1479	सारणी 1 का संशोधन किया गया है।	1979-09-30
26.	IS : 3390-1977 पारे वाले रक्तवाहसारी की विशिष्टि (पहला पुनरीक्षण)	—	सं० 1 अप्रैल 1979	(1) खंड 4.8.3.2 की अनौपचारिक सारणी का संशोधन किया गया है। (2) खंड 4.8.4. का संशोधन किया गया है। (3) खंड 4.8.3.2 के बाव टिप्पणी दी गई है।	1979-04-30
27.	IS : 3400 (भाग 28)-1976 बल्कनीकृत रबड़ के परीक्षण की पद्धति, भाग-28 निम्न ताप पर अस्थायता (गेहमन परीक्षण)	एसओ 3822 दिनांक 1979-11-2	सं० 1 अगस्त 1979	खंड 7.3 का संशोधन किया गया है।	1979-08-31
28.	IS : 3489-1966 इस्पात के बने इतैमल-कृत नहाने के टबों की विशिष्टि	एसओ 2419 दिनांक 1966-08-13	सं० 1 सित० 1979	(1) खंड 5.1.3 की जगह नया खंड दिया गया है। (2) पृष्ठ 11 व 12 पर दिए गए परिशिष्ट बी व सी हटा दें। (3) पृष्ठ 5, * बिहनाकिन पावटिप्पणी के बाव निम्नलिखित नई पावटिप्पणी जोड़ दें :— “काकाध इतैमल पावो की परीक्षण पद्धति”	1979-09-30

\*भा मा संस्था प्रमाणन मुहर योजना के अन्तर्गत यह संशोधन दिनांक 1 दिसम्बर 1979 से लागू होगा।

(1)	(2)	(3)	(4)	(5)	(6)
29. IS : 3605--1986 पेट्रोलियम व रसायन उद्योगों के लिए वाक्साइड की विशिष्टि	एसओ 241 दिनांक 1967-01-21	सं० 1 सित० 1979	खंड 2.1 के बाद नया खंड 2.2 जोड़ा गया और वर्तमान खंड 2.2 की क्रम संख्या 2.3 कर दी गई है।		1979-09-30
30. IS : 3812 (भाग-II)--1966 फ्लाई ऐश की विशिष्टि भाग-II कंकरीट मस्मिश्रण में उपयोग के लिये	एसओ 1972 दिनांक 1967-06-10	सं० 1 सित० 1979	(1) पृष्ठ 3 पर खंड 0.3 व 0.4 को हटा दे तथा बचने खंडों की फिर से तदनुसार संख्या दे दें। (2) खंड 0.6 (नये क्रमानुसार 0.4) की जगह नया खंड दिया गया है। (3) खंड 4.1 व 5.1 का संशोधन किया गया है। (4) पृष्ठ 5 पर *विहतांकित पावटिप्पणी की जगह नई पावटिप्पणी दी गई है।		1979-09-30
31. IS : 4847--1966 रात में लगाने के मांटिस लैमिज की विशिष्टि	एसओ 2177 दिनांक 1967-07-01	सं० 2 सित० 1979	खंड 4.1 की जगह नया खंड दिया गया है।		1979-09-30
32. IS : 3854--1966 बरेलू व सद्गुण प्रयोजनों के लिए स्विचों की विशिष्टि	एसओ 287 दिनांक 1968-01-20	*सं० 4 सित० 1979	खंड 11.7.1 की जगह नया खंड दिया गया है।		1979-09-30
33. IS : 4084--1978 ब्राइलैट और वाशर की विशिष्टि (पहला पुनरीक्षण)	--	सं० 1 अग० 1979	पृष्ठ 1, समिति गठन सदस्यों की सूची पंक्ति 12 में श्री बी०के० मोहन के स्थान पर श्री बी०के० मेहन कर लें।		1979-08-31
34. IS : 4301--1967 चपटे डलाईशाला बुक्तों की विशिष्टि	एसओ 2035 दिनांक 1968-02-10	सं० 2 अग० 1979	पृष्ठ 5 पर प्राकृति सं० 1 व खंड 3.4.2.1 का संशोधन किया गया है।		1979-08-31
35. IS : 4502--1968 मशीनी शिकजे की विशिष्टि	एसओ 2036 दिनांक 1968-06-08	सं० 2 सित० 1979	(1) खंड 3.2 का संशोधन किया गया है। (2) खंड 3.1 की जगह नया खंड दिया गया है। (3) पृष्ठ 4 के अन्त में एक नई पावटिप्पणी दी गई है।		1979-03-31
36. IS : 4505--1968 सोडियम फार्मेलीडहाइड सल्फामसीलैट की विशिष्टि	एसओ 2038 दिनांक 1968-06-08	सं० 2 अग० 1979	सारणी 1 का संशोधन किया गया है।		1979-08-31
37. IS : 4607--1968 खतरनाक रसायनों और रासायनिक पदार्थों का वर्गीकरण	एसओ 4425 दिनांक 1968-12-14	सं० 3 सित० 1979	(1) पृष्ठ 1 व 3 पर दिए गए शीर्षकों के स्थान पर नए शीर्षक दिए गए हैं। (2) खंड 4 की जगह नया खंड दिया गया है। (3) खंड 4.1 का संशोधन किया गया है।		1979-09-30
38. IS : 4651 (भाग III)--1974 पीताश्रयों व धन्यराहों के डिजाइनों व आयोजन की रीति संहिता भाग II लवान (पहला पुनरीक्षण)	एसओ 1597 दिनांक 1976-08-05	सं० 1 सित० 1979	(1) पृष्ठ 5 पर सारणी 1 का संशोधन किया गया है। (2) खंड 5.4.2 की जगह नया खंड दिया गया है। (3) खंड ए-1, ए-6, सी-2.1.1 व डी-2.1 का संशोधन किया गया है। (4) प्राकृति 4 का संशोधन किया गया है।		1979-09-30
39. IS : 4968 (भाग-II)--1976 मिट्टी के लिए मतलू के सीके मिट्टी का पता लगाने की पद्धति भाग-2 बैटोनाइट स्लरी और शंकु के उपयोग वाली गत्यात्मक पद्धति।	--	सं० 1 अग० 1979	पृष्ठ 5 प्राकृति 1 का संशोधन किया गया है।		1979-08-31
40. IS : 4978--1968 बिमदी नेत्र, स्थिरग, रानेदार की विशिष्टि	एसओ 1455 दिनांक 1969-04-19	सं० 1 सित० 1979	(1) खंड 6.4, 6.4.1 व 6.4.1.1 की जगह नये खंड दिए गए हैं। (2) पृष्ठ 9 पर *विहतांकित नई पावटिप्पणी जोड़ी गई है।		1979-09-30
41. IS : 5312 (भाग-1)--1969 स्विंग बैंक टाइप रीफ्लेक्स (नाथ रिटर्न) वाल्व की विशिष्टि भाग-I सिगल डोरवाल, नमूना 1	एसओ 1509 दिनांक 1970-04-25	सं० 2 जुलाई 1979	प्राकृति 2 व 3 की जगह नई प्राकृतियां दी गई हैं।		1979-07-31

\* सं० भा० संख्या प्रमाणन मुहर योजना के अन्तर्गत यह संशोधन दिनांक 1980-03-01 से लागू होगा।

(1)	(2)	(3)	(4)	(5)	(6)
42	IS : 5789-1970 निम्न तापक्रम के कार्यों के लिए उपयुक्त दाब वाले हिस्सों की प्रोस्टेनोइटी गोलाम प्रोफाइल लोह हलाइडों की विशिष्टि।	एसओ 1653 दिनांक 1972-07-08	सं० 1 सित० 1979	खंड 10.1.2 की जगह नया खंड दिया गया है।	1979-09-30
43	IS : 5947-1970 सीमेंस विशाल सबध्री अभिलेखन उपकरणों के लिए चार्ट	एसओ 3318 दिनांक 1972-10-21	सं० 1 सित० 1979	(1) प्रकृति 6 की जगह नई प्रकृति दी गई है। (2) खंड 6.2 व सारणी 1 का संशोधन किया गया है।	1979-09-30
44	IS : 6006-1979 पूर्वप्रबलित कंक्रीट के लिए प्रलेपित दबाव विमुक्त लड़ियों की विशिष्टि।	एसओ 1653 दिनांक 1972-07-07	सं० 2 अग० 1979	(1) सारणी 2 व खंड 9.4 का संशोधन किया गया है। (2) खंड 7.2, 7.4, 7.4.1 व 10.2 की जगह नये खंड दिए गए हैं।	1979-08-31
45	IS : 6021-1978 रंग किए हुए बैच-उपकरण व 6.6 मि०मी० ग्राइलेट्स रिम, की विशिष्टि (बाशर्स सहित या बिना बाशर्स के) (पहला पुनरीक्षण)	एसओ--	सं० 1 अग० 1979	पृष्ठ 1, समिति गठन सदस्य पंक्ति 12 में श्री बी०के० मोहन के स्थान पर श्री बी०के० मेहन करें।	1979-08-31
46	IS : 6297 (भाग 1) 1971 इलेक्ट्रोनिफ़ा उद्योग के लिए ट्रांसफार्मर और प्रेरको (पलम व र्थिचिंग इन्वर्टर) का विशिष्टि भाग 1 सामान्य अपेक्षाएं और परीक्षण	एसओ 3255 दिनांक 1973-11-24	सं० 4 सित० 1979	खंड 4.4 की जगह नया खंड दिया गया है।	1979-09-30
47	IS : 6538 -1971 प्रतिस्थायी पदार्थ से बने तीन-पिन प्लगों की विशिष्टि	एसओ 1750 दिनांक 1974-07-27	सं० 2 सित० 1979	सारणी 1 का संशोधन किया गया है।	1979-09-30
48	IS : 6750--1972 अंतर्दृष्टि इंजनों के लिए सिमिलर साइलर तकनीकी पूर्ण शर्तें	एसओ 1750 दिनांक 1975-06-07	*सं० 1 अग० 1979	(1) खंड 1.1 की जगह नया खंड दिया गया है। (2) सारणी 2 व खंड 3.1 का संशोधन किया गया है। (3) कंड 3.2.3 व 4.1 के बाद नई सामग्री जोड़ी गई है।	1979-08-31
49	IS : 6915--1978 सरचनात्मक इस्पात (साधारण किस्म) में बैलन के लिए हलवा विलेट इंगट व सतत हलवा विलेटो की विशिष्टि (पहला पुनरीक्षण)	एसओ--	सं० 1 अग० 1979	खंड 6.2 का संशोधन किया गया है।	1979-08-31
50	IS : 6944(भाग-1)--1973 उद्योग में प्रयुक्त बचाव दस्तानों की विशिष्टि भाग 1 चमड़े के व सूती दस्ताने	एसओ--	सं० 1 अग० 1979	खंड खंड 13.3 की जगह नया खंड दिया गया है। (2) खंड 14.4 की जगह नई टिप्पणी जोड़ी गई है।	1979-08-31
51	IS : 7526--1974 आधस्फोटन फ्यूजों की विशिष्टि	एसओ 3494 दिनांक 1976-10-02	सं० 1 अग० 1979	डमी फ्यूज की जगह सक्रिय आधस्फोटन फ्यूज की तनन सामर्थ्य निर्धारित करने की आवश्यकता को देखते हुए, इस मानक को बनाने वाली विषय समिति ने यह संशोधन जारी करने का निश्चय किया है।	1979-08-31
52	IS : 7611--1975 तांबे पीतल की कोर रचना वाले स्वचलित के रेडियेटर की विशिष्टि	एसओ 2547 दिनांक 1977-08-13	सं० 1 अग० 1979	सारणी 1 का संशोधन किया गया है।	1979-08-31

(1)	(2)	(3)	(4)	(5)	(6)
53	IS : 7998--1976 मोटर साइकिल के एम्ब्रो-- लिए सम्पर्क बिन्दुओं की विशिष्टि	सं० 1 अगस्त 1979	पृष्ठ 1 व 3 पर दिया गया शीर्षक बदल दिया गया है। (2) खंड 0 2 की जगह नया खंड दिया गया है। (3) खंड 1 1 का संशोधन किया गया है। (4) प्राकृति 1 के बाद, टिप्पणी जोड़ी गई है।	1979 09 30	
54	IS : 8055--1976 स्प्रिंग वार्शज -- बनाने के लिए इस्पात के इंगट व बिलेट्स की विशिष्टि	सं० 2 अग० 1979	(1) खंड 3 1 की जगह नया खंड दिया गया है। (2) सारणी 1 जगह नई सारणी दी गई है।	1979 08 31	
55	IS : 8084 -1976 1 कि० वा० से 36 कि० वा० तक की ए सी बल्लता के लिए घंटेरसयोजन क्रमबद्ध	सं० 2 मिन० 1979	(1) खंड 5 8.11 का संशोधन किया गया है। (2) खंड 7 1 2 से खंड 7 1 2 5 की जगह नये खंड दिए गए हैं।	1979 09 30	
56	IS : 8502--1977 पैट्रोलेयम कोक की विशिष्टि	सं० 1 मिन० 1979	(1) सारणी 1 का संशोधन किया गया है। (2) सारणी 1 में + चिह्नित पाद-टिप्पणी के बाद एक नई चिह्नित पादटिप्पणी दी गई है।	1979 09 30	
57	IS : 8760--1978 दरवाजों के लिए -- सीबर तन्त्र मोहृत मारटिस जिसका तापों की विशिष्टि	सं० 1 अग० 1979	खंड 3.1 की जगह नया खंड दिया गया है।	1979 08 31	
58	IS : 8931--1978 जल वितरण के लिए ठसवा लंबे मिश्र धातु से बनी सजावटी बिज टोटियां व स्टॉप वाल्व की विशिष्टि	सं० 1 अग० 1979	सारणी 5 का संशोधन किया गया है।	1979 08 31	

इन भारतीय मानकों की प्रतियां और संशोधन भारतीय मानक संस्था 9 बहादुरशाह जफर मार्ग, नई दिल्ली व उनके शाखा कार्यालयों ग्रहमवाबाद, बंगलोर, भोपाल, भुवनेश्वर, बम्बई, कलकत्ता, कोलकोता, कटोरा, हैदराबाद, जयपुर, कानपुर, मद्रास, पटना व त्रिवेन्द्रम से प्राप्त की जा सकती है।

[स० सी एम डी/130 5]

### MINISTRY OF CIVIL SUPPLIES INDIAN STANDARDS INSTITUTION

New Delhi, the 1982-07-01

S.O. 2755--In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby, notifies that amendment (s) to the Indian Standard (s) given in the schedule hereto annexed/have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

#### SCHEDULE

Sl. No. and title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified	No. and Date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)	(5)
1. IS : 75-1973 specification for linseed oil, raw and refined (second revision)	S.O. 4690 dated 1975-11-01	No. 1 Sep 1979	Linseed oil is substantially used as drying oil in paint industry apart from its various other uses. The drying characteristics of the oil depend largely on its iodine value. During the second revision the iodine value was aligned with that prescribed for linseed oil in Prevention of Food Adulteration (PFA) Rules as Min 170. This has caused some difficulty to surface coating industry. This amendment is, therefore, being issued to prescribe the limit for iodine value for surface coating industry as Min 175.	1979-09-30



(1)	(2)	(3)	(4)	(5)	(6)
2. IS : 696-1972 Code of practice for general engineering drawings (second revision)	S.O. 2939 dated 1975-09-06	No. 2 Sep 1979	(i) Table 2.1 has been amended (ii) Clause 4.3.7.1 (a) has been substituted by a new one (iii) (Page 56, Fig. 4.61)—Number the existing figures in the following order : Fig. 4.61A Fig. 4.61B Fig. 4.61C Fig. 4.61D Fig. 4.61E (iv) Table 3.4 has been amended (v) New abbreviations have been added in table 7.1 at pages 80, 81 and 82	1979-09-30	
3. IS : 774-1971 Specification for flushing cisterns for water closets and urinals (valveless siphonic type) (third revision)	S.O. 321 dated 1974-01-26	*No. 4 Jan 1979	(i) Clause 3.5, 4.1, 7.1, 8, 8.1, 8.2 and 10.1.1 have been substituted by new ones. (ii) Existing foot-note with '**' mark at page 5 has been substituted by a new one (iii) Clause 7.1.2 has been amended. (vi) Appendix A has been added after clause 10.1.1	1979-01-31	
4. IS : 1237-1959 Specification for cement concrete flooring tiles	S.O. 485 dated 1960-02-27	No. 4 Feb 1979	(i) Clauses 3.1 and 10.1 have been substituted by new ones. (ii) Table III has been substituted by a new one.	1979-02-28	
5. IS:1370-1976 Specification for friction surface rubber transmission belting (second revision)	S.O. 98 dated 1980-01-12	No. 2 Aug 1979	Page 6, clause G-1, line (1 (see amendment No. 1)—Substitute 'Ducks 28, 31 and 34' for 'Duck 28'	1979-08-31	
6. IS:1660 (Part V)—1966 Specification for wrought aluminium utensils Part V Thick bottom utensils.	—	No. 2 Aug 1979	Page 4, Table 1, col 5, against Sl No. (i)(b)—Substitute '1.25' for '1.60'.	1979-08-31	
7. IS:1837-1966 Specification for fanlight pivots) (first revision)	S.O. 913 dated 1967-03-18	No. 1 Sep 1979	(i) Clause 5.2 has been substituted by a new one. (ii) Existing foot-note with '**' mark has been substituted by a new one.	1979-09-30	
8. IS:1848-1971 Specification for writing and printing papers (first revision)	S.O. 2975 dated 1973-10-13	No. 4 Sep 1979	Clause 4.1 has been substituted by a new one	1979-09-30	
9. IS:1884-1970 Specification for automobile electric horns (first revision)	S.O. 570 dated 1971-01-30	No. 2 Aug 1979	(Page 13, clause 6.14.5, last line)—Substitute 'curve A' for 'curve C'	1979-08-31	
10. IS:1978-1971 Specification for line pipe (first revision)	S.O. 3305 dated 1972-10-21	No. 1 Aug 1979	(i) Informal table of clause 7.2.1 at page 7 has been amended. (ii) Page 11, Table 2, col 2, last entry—Substitute '101.6' for '106.6'	1979-08-31	
11. IS:2086-1936 Specification for carrier and bases used in rewirable type electric fuses up to 650 volts (revised)	S.O. 2370 dated 1963-08-24	No. 6 Sep 1979	(i) Clause 0.5 has been substituted by a new one (ii) (Page 7, clause 3.2, Note, line 2)—Substitute '31 December 1980' for '31 December 1967'.	1979-09-30	
12. IS:2191 (Part I;—1973 Specification for wooden flush door shutters (cellular and hollow core type) Part I Plywood face panels (second revision)	S.O. 3069 dated 1975-09-13	*No. 2 Dec 1978	(i) Clauses 2.1, 5.1.2, 5.3, 5.4.1, 5.6, 5.7, 8.2 and 8.3 have been amended (ii) Existing foot note with '†' mark at page 4 has been substituted by a new one  (iii) Table 2 and 3 have been amended. (iv) Clauses 5.2.1 and B-2.4.3 have been substituted by new ones. (v) Foot notes at page 9 with (*) and '†' marks have been substituted by new ones. (vi) Foot note at page 10 with '†' mark has been substituted by a new one (vii) Foot note at page 13 with '†' mark has been substituted by a new one. (viii) Appendix A has been amended.	1978-12-31	

\*For purposes of ISI Certification Marks Scheme: this amendment shall come into force with effect from 1979-10-01

\*\*For purposes of ISI Certification Marks Schemes; this amendments shall come into force with effect from 1980-01-01.

(1)	(2)	(3)	(4)	(5)	(6)
13. IS:2202(Part I)—1973 Specification for wooden flush door shutters(solid core type) Part I Plywood face panels (second revision)	S.O. 4690 dated 1975-11-01	*No. 2 Oct 1978	(i) Clauses 2.1, 5.1.2, 5.2.1, 5.3, 5.4.1, 5.6.1, 5.6.3, 5.7, 8.2, 8.3 and B.2.4.3 have been amended (ii) Foot notes with '+' at page 4, with '.' and '*' at page 10, with '+' at page 11 with '+' at page 14, have been substituted by new ones. (iii) Table 2 has been amended (iv) Appendix A has been amended	1978-10-31	
14. IS:2312—1967 Specification for propeller type ac ventilating fans (first revision)	S.O. 520 dated 1968-02-10	**No. 6 April 1979	(i) Fig 4 has been substituted by a new one (ii) Clause 14.2.3.1 has been amended (iii) Clause 14.6 has been substituted by a new one.	1979-04-30	
15. IS:2473-1975 Dimensions for centre holes. (first revision)	S.O. 3440 dated 1978-12-02	No. 1 Sep 1979	Clauses 2.1 & 2.2 have been amended.	1979-09-30	
16. IS:2553—1971 Specification for safety glass (Second revision)	S.O. 3163 dated 1973-11-10	***No. 2 May 1979	(i) Clauses 0.2 and 4.3.1 have been amended. (ii) Foot notes with '**' mark at pages 3,5 and 6 have been substituted by new ones. (iii) Clauses 4.1.1 and 4.2.1 have been substituted by new ones. (iv) Clause 4.1.2 have been deleted. (v) Appendix B has been substituted by a new one.	1979-05-31	
17. IS:2593—1964 Specification for flexible cables for miner's cap-lamps	S.O. 4120 dated 1964-12-05	****No. 4 Nov 1978	(i) Clause 3.1 has been substituted by a new one. (ii) Clauses 3.1.2, 3.1.2.1 and 3.3 have been deleted. (iii) A new foot-note has been added after clause 5.1.1.	1978-11-30	
18. IS:2694—1963 Specification for school chalks, moulded, white	S.O. 3329 dated 1964-09-19	No. 1 Aug 1979	Table 1 has been amended	1979-08-31	
19. IS:2830—1975 Specification for carbon steel billets, blooms and slabs for re-rolling into structural steel (standard quality) (first revision)	S.O. 2938 dated 1975-09-06	No. 2 June 1979	The requirements for continuously cast billets which were covered by this standard are now covered by IS:6915—1978 'Specification for cast billet ingots and continuously cast billets for rolling into structural steel (standard quality). (first revision)'. The requirements are therefore being deleted from this standard.	1979-06-30	
20. IS:2831—1975 Specification for carbon steel billets, blooms and slabs for re-rolling into structural steel (ordinary quality). (second revision)	-do-	No. 2 June 1979	-do-	1979-06-30	
21. IS: 2925—1975 Specification for industrial safety helmets (first revision)	S.O. 313 dated 1979-01-27	No. 3 Sep. 1979	Clauses 5.4 and 5.5 have been amended	1979-09-30	
22. IS:2932—1974 Specification for enamel synthetic, exterior, (a) undercoating, (b) finishing (first Revision)	S.O. 4697 dated 1975-11-01	*****No. 1 Mar 1979	(i) Informal table of clause 4.1 has been amended. (ii) Clauses 5.1.1, 5.1.4 (a), 5.1.4 (b), 5.2.2, 5.2.2.2 and 8.1 have been amended. (iii) Clause 5.7 has been deleted (iv) Table 1 have been amended.	1979-03-31	
23. IS:2933—1975 Specification for enamel exterior, (a) undercoating, (b) finishing (first revision)	S.O. 1892 dated 1977-11-06	*****No. 1 Apr 1979	(i) Clauses 4.1, 5.1.1, 5.1.4(a), 5.1.4(b), 5.2.2, 5.2.2.2., 8.1 have been amended. (ii) Table 1 has been amended (iii) Clause 5.5 has been deleted.	1979-04-30	
24. IS:3148—1978 Specification for metallic slide fasteners, general purpose. (second revision)	—	No. 1 Aug 1979	(Page 1, Committee Composition, Members Inc 12)—Substitute 'SHRI B.K. MEHAN' for 'SHRI B.K. MOHAN.'	1979-08-31	
25. IS:3192—1965 Specification for cotton calico for electric cables.	S.O. 664 dated 1966-03-05	No. 1 Sep 1979	Table 1 has been amended.	1979-09-30	

\*For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1980-01-01.

\*\*For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1979-12-01.

\*\*\*For purposes of ISI Certification Marks Scheme; this amendments shall come into force with effect from 1979-12-01.

\*\*\*\*For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1979-07-01.

\*\*\*\*\*FOR purposes of ISI certification Marks Scheme, this amendment shall come into force with effect from 1979-12-01

\*\*\*\*\*For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1979-12-01.

1	2	3	4	5	6
26	IS: 3390-1977 Specification for sphygmomanometers, mercurial (first revision)	—	No. 1 Apr 1979	(i) Informal table of clause 4.8.3.2 has been amended (ii) Clause 4.8.4, has been amended (iii) A note has been added after clause 4.8.3.2	1979-04-30
27	IS: 3400 (Part XVIII)-1976 Methods of test for vulcanized rubbers Part XVIII Stiffness at low temperature (Gehman test)	S.O. 3822 dated 1979-11-24	No. 1 Aug 1979	Clause 7.3 has been amended	19.79-08-31
28	IS: 3489-1966 Specification for enamelled steel bath tubs	S.O. 2419 dated 1966-08-13	No. 2 Sep 1979	(i) Clause 5.1.3 has been substituted by a new one (ii) (Pages 11 and 12, Appendices B&C)-Delete (iii) (Page 5, foot-note with 'x' mark)- Add the following new foot note after '**' mark: '+ ' Method of test for vitreous enamelware'	1979-09-30
29	IS: 3605-1966 Specification for bauxite for chemical and petroleum industries	S.O. 241 dated 1967-01-21	No. 1 Sep 1979	A new clause 2.2 has been added after clause 2.1 and the existing clause 2.2 has been re-numbered as clause 2.3	1979-09-30
30	IS: 3812 (Part II)-1966 Specification for fly ash Part II For use as admixture for concrete	S.O. 1972 dated 1967-06-10	No. 1 Sep 1979	(i) (Page 3, clauses 0.3 and 0.4)- Delete and renumber the subsequent clause accordingly. (ii) Clause 0.6 (renumbered as 0.4) has been substituted by a new one (iii) Clauses 4.1 and 5.1 have been amended (iv) Foot note with '**' mark at page 5 has been substituted by a new one	1979-09-30
31	IS: 3847-1966 Specification for mortice night latches	S.O. 2177 dated 1967-07-01	No. 2 Sep 1979	Clause 4.1 has been substituted by a new one	1979-09-30
32	IS: 3854-1966 Specification for switches for domestic and similar purposes	S.O. 287 dated 1968-01-20	*No. 4 Sep 1979	Clause 11.7.1 has been substituted by a new one	1979-09-30
33	IS: 4084-1978 Specification for eyelets and washers (sail) (first revision)	—	No. 1 Aug 1979	(Page 1, Committee Composition, Members, line 12)- Substitute 'B.K. MEHAN' for 'SHRI B.K. MOHAN'.	1979-08-31
34	IS: 4301-1967 Specification for brushes, foundry, flat	S.O. 520 dated 1968-02-10	No. 2 Aug 1979	Fig 1 at page 5 and clause 3.4.2.1 have been amended	1979-08-31
35	IS: 4502-1968 Specification for machine vices	S.O. 2036 dated 1968-06-08	No. 2 Sep 1979	(i) Clause 3.2 has been amended (ii) Clause 3.1 has been substituted by a new one (iii) A new foot note has been added at the end of page 4	1979-09-30
36	IS: 4505-1968 Specification for sodium formaldehyde sulfoxylate	S.O. 2036 dated 1968-06-08	No. 2 Aug 1979	Table 1 has been amended	1979-08-31
37	IS: 4607-1968 Classification of hazardous chemicals and chemical products	S.O. 4425 dated 1968-12-14	No. 3 Sep 1979	(i) Title at first cover page, pages 1 and 3 have been substituted by a new title (ii) Clause 4 has been substituted by a new one (iii) Clause 4.1 has been amended	1979-09-30
38	IS: 4651 (Part III)-1974 Code of practice for planning and design of ports and harbours: Part III Loading (first revision)	S.O. 1597 dated 1976-05-08	No. 1 Sep 1979	(i) Table 1, at page 5 has been amended (ii) Clause 5.4.2, has been substituted by a new one (iii) Clause A-1, A-6, C-2.1.1 and D-2.1 have been amended (iv) Fig. 4 has been amended	1979-09-30
39	IS: 4968 (Part I)-1976 Method for subsurface sounding for soils Part II Dynamic method using cone and bentonite slurry (first revision)	—	No. 1 Aug 1979	Fig. 1 at page 5 has been amended	1979-08-31
40	IS: 4978-1968 Specification for forceps, eye, fixation (toothed)	S.O. 1455 dated 1969-04-19	No. 1 Sep 1979	(i) Clauses 6.4, 6.4.1 and 6.4.1.1 have been substituted by new ones (ii) A new foot note with '**' mark has been added at page 9	1979-09-30

(1)	(2)	(3)	(4)	(5)	(6)
41. IS: 5312 (Part I)-1969 Specification for swing check type reflux (non-return) valves Part I Single door pattern	S.O. 1509 dated 1970-04-25	No. 2 Jul 1979	Fig. 2 and Fig. 3 have been substituted by new ones	1979-07-31	
42. IS: 5789-1970 Specification for austenitic spheroidal graphite iron castings for pressure-containing parts suitable for low-temperature service	S.O. 1635 dated 1972-07-08	No. 1 Sep 1979	Clause 10.1.2 has been amended	1979-09-30	
43. IS: 5947-1970 Charts for recording meteorological instruments	S.O. 3318 dated 1972-10-21	No. 1 Sep 1979	(i) Fig 6 has been substituted by a new one Clause 6.2 and Table 1 have been amended	1979-09-30	
44. IS: 6006-1970 Specification for uncoated stress relieved strand for prestressed concrete	S.O. 1635 dated 1972-07-08	No. 2 Aug 1979	(i) Table 2 and clause 9.4 have been amended (ii) Clauses 7.2, 7.4, 7.4.1 and 10.2 have been substituted by new ones	1979-08-31	
45. IS: 6021-1978 Specification for web-equipment and 6.6 mm eyelets rim painted with or without washers (first revision)	—	No. 1 Aug 1979	(Page 1, Committee Composition, Members, line 12)—Substitute 'SHRI B.K. MEHAN' for 'SHRI B.K. MOHAN'	1978-08-31	
46. IS: 6297 (Part I)—1971 Specification for transformers and inductors (power, audio, pulse and switching) for electronic equipment: Part I general requirements and tests	S.O. 3255 dated 1973-11-24	No. 4 Sep 1979	Clause 4.4 has been substituted by a new one	1979-09-30	
47. IS: 6538-1971 Specification for three-pin plugs made of resilient material	S.O. 1853 dated 1974-07-27	No. 2 Sep 1979	Table 1 has been amended	1979-03-30	
48. IS: 6750-1972 Technical supply conditions for cylinder liners for internal combustion engines	S.O. 1750 dated 1975-06-07	*No. 1 Aug 1979	(i) Clauses 1.1 has been substituted by a new one (ii) Table 2 and clause 3.1 have been amended (iii) New matters have been added at the end of clauses 3.2.3 and 4.1	1979-03-31	
49. IS: 6915-1978 Specification for cast billet ingots and continuously cast billets for rolling into structural steel (ordinary quality) (first revision)	—	No. 1 Aug 1979	Clause 6.2 has been amended	1979-08-31	
50. IS: 6994 (Part I)-1973 Specification for industrial safety gloves Part I Leather and cotton gloves	—	No. 1 Aug 1979	(i) Clause 13.3 has been substituted by a new one (ii) A new note has been added after clause 14.4	1979-03-31	
51. IS: 7526-1974 Specification for detonating fuse	S.O. 3494 dated 1976-10-02	No. 1 Aug 1979	In view of the need to prescribe the tensile strength of live detonating fuse in place of the dummy fuse, the Sectional Committee responsible for the preparation of this standard decided to issue this amendment.	1979-03-31	
52. IS: 7611-1975 Specification for automotive radiators—Copper brass core construction	S.O. 2547 dated 1977-08-13	No. 1 Aug 1979	Table 1 has been amended	1979-03-31	
53. IS: 7998-1976 Specification for contact breakers for motor-cycles	—	No. 1 Sep 1979	(i) Title at first cover page, pages 1 and 3 has been substituted by a new one (ii) Clause 0.2 has been substituted by a new one (iii) Clause 1.1. has been amended (iv) A note has been added after Fig. 1	1979-09-30	
54. IS: 8055-1976 Specification for steel ingots and billets for the production of spring washers	—	No. 2 Aug 1979	(i) Clause 3.1 has been substituted by a new one (ii) Table 1 has been substituted by a new one	1979-08-31	
55. IS: 8084-1976 Specification for interconnecting bus-bars for AC voltage above 1 kV up to and including 36 K. V.	S.O. 3822 dated 1979-11-24	No. 2 Sep 1979	(i) Clause 5.8.1 has been amended (ii) Clauses 7.1.2 to 7.1.2.5 have been substituted by new ones	1979-09-30	

\*For purposes of ISI Certification Marks Scheme; this amendment shall come into force with effect from 1979-12-01

(1)	(2)	(3)	(4)	(5)	(6)
56. IS: 8502-1977 petroleum coke	Specification for —	No. 1 Sep 1979	(i) Table 1 has been amended (ii) A new foot note with '†' mark has been added after foot note with '†' mark in table 1	1979-09-30	
57. IS: 8760-1978 mortice sliding door locks with lever mechanism	Specification for —	No. 1 Aug 1979	Clause 3.1 has been substituted by a new one	1979-08-31	
58 IS: 8931-1978 cast copper alloy fancy bib taps and stop valves for water services	Specification for —	No. 1 Aug 1979	Table 5 has been amended	1979-08-31	




Copies of these amendments are available with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and also from its branch offices at Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Bombay, Calcutta, Chandigarh, Hyderabad, Jaipur, Kanpur, Madras, Patna and Trivandrum.


[No. C/M/13 : 5]

का० आ० 2756.--भारतीय मानक संस्था (प्रमाणन चिह्न) नियम 1955 के नियम 4 के उपनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन मानक चिह्नों की डिजाइन, उनके शाब्दिक विवरण, तत्सम्बन्धी भारतीय मानक के शीर्षक सहित नीचे अनुसूची में दिए गए हैं वे भारतीय मानक संस्था द्वारा निर्धारित किए गए हैं।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और उसके अधीन बने नियमों और विनियमों के कार्यों के लिए ये मानक चिह्न उनके आगे दी गई तारीखों से लागू होंगे।

## अनुसूची

क्रम संख्या	मानक चिह्न की डिजाइन	उत्पादन/उत्पादन की श्रेणी	तत्सम्बन्धी भारतीय मानक की पद संख्या और शीर्षक	मानक चिह्न के डिजाइन का शाब्दिक विवरण	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1. IS : 1628-71		ऐकिसल का तेल, हल्का ग्रेड	IS : 1628-1971 ऐकिसल के तेल की विशिष्टि (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (2) में दिखाई गई शैली और अनुपात के अनुसार तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या तथा वर्ष प्रकृत किया गया है।	1980-12-01
2. IS : 3098		खनिज प्रकार के तेल चल-द्रव तेल	IS : 3098-1975 खनिज प्रकार के तेल चल द्रव तेल की विशिष्टि (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (2) में दिखाई गई शैली और अनुपात के अनुसार तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या तथा वर्ष प्रकृत किया गया है।	1980-03-16
3. IS : 5411-74 (PART I)		भीतरी उपयोग के लिए प्लास्टिक इमलसन रंग रोगन	IS : 5411(भाग 1)--1974 प्लास्टिक इमलसन रंग रोगन की विशिष्टि भाग 1 भीतरी उपयोग के लिए (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (2) में दिखाई गई शैली और अनुपात के अनुसार तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक संस्था तथा वर्ष और मोनोग्राम के नीचे की ओर तत्सम्बन्धी भाग संख्या प्रकृत की गई है।	1980-11-01





(1)	(2)	(3)	(4)	(5)	(6)
4	IS : 6664-72	सूक्ष्म कोशिकाओं वाले रबड़ के तले और एड़ी	IS : 6664--1972 सूक्ष्म कोशिकाओं वाले रबड़ के तले और एड़ी	भारतीय मानक संस्था का मानचिह्न जिसमें 'IS' शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात के अनुसार तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मानचिह्न के ऊपर की ओर भारतीय मानक की संख्या तथा वर्ष अंकित किया गया है।	1981-12-01
					

[सं. सी० एम० डी०/13 : 9]

**S.O.2756.**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution, hereby, notifies that the Standard Mark(s), design(s) of which together with the verbal description of the designs and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each:

## SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1	IS : 1628-71 	Axle oil, light grade	IS : 1628-1971 Specification for axle oil (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard, along with its year, being superscribed on the top side of the monogram as indicated in the design.	1980-12-01
2	IS : 3098 	Oil, hydraulic, mineral oil type	IS : 3098-1975 Specification for oil, hydraulic mineral oil type (first revision)	The monogram of the Indian Standards Institution consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	1980-03-16
3	IS : 5411-74 Part I 	Plastic emulsion paint, for interior use	IS : 5411 (Part I)-1974 specification for plastic emulsion paint : Part I for interior use (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard, along with its year, being superscribed on the top side and the relevant part number being superscribed under the bottom side of the monogram as indicated in the design.	1980-11-01
4	IS : 6664-72 	Micro-cellular rubber soles and heels	IS : 6664-1972 Specification for microcellular rubber soles and heels	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in col. (2); the number of the Indian Standard, along with its year, being superscribed on the top side of the monogram as indicated in the design.	1981-12-01

का० आ० 2757.—भारतीय मानक संस्था (प्रमाणन विनियम) विनियम 1955 के विनियम 3 के उपविनियम 1 के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि विभिन्न उत्पादों की प्रति इकाई मुहर लगाने के फरम नीचे अनुसूची में दिए गए औरों के अनुसार निर्धारित की गई और यह फरम उनके आगे दी गई तारीखों से लागू होंगे।

## अनुसूची

क्रम सं०	उत्पाद/उत्पाद का श्रेण	संबंधित भारतीय मानक के पद संख्या और शर्षक	इकाई	प्रति इकाई मुहर लगाने का फरम	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1	ऐवियल का तेल, हल्का ग्रेड	IS : 1628-1971 ऐवियल के तेल का विनिर्दिष्ट (पहला पुनरीक्षण)	1 किलो लीटर	(1) रु० 10.00 प्रति इकाई पहली 300 इकाइयों के लिए (2) रु० 5.00 प्रति इकाई 301वीं से 900 इकाइयों तक के लिए, और (3) रु० 2.00 प्रति इकाई 901वीं इकाई और इससे ऊपर की इकाइयों के लिए	1980-12-01
2	खनिज प्रकार के तेल, चल द्रव तेल	IS : 3098-1975 खनिज प्रकार के तेल चल द्रव तेल का विनिर्दिष्ट (पहला पुनरीक्षण)	1 किलो लीटर	रु० 10.00	1980-03-16
3	भितरी उपयोग के लिए प्लास्टिक हमलसन रंग रोगन	IS : 5411 (भाग 1)---1974 प्लास्टिक हमलसन रंग रोगन का विनिर्दिष्ट भाग 1 भितरी उपयोग के लिए	1 लीटर	25 पैसे	1980-11-01
4	सूक्ष्म कोशिकाओं वाले रबड़ के तले और ए.डी.	IS : 6664-1972 सूक्ष्म कोशिकाओं वाले रबड़ के तले और ए.डी.	100 मी० <sup>2</sup>	(1) रु० 5.00 प्रति इकाई पहली 500 इकाइयों के लिए, और (2) रु० 2.00 प्रति इकाई और 501वीं और इससे ऊपर की इकाइयों के लिए	1981-12-01

[सं० सी एम डी/13 : 10]  
एम० श्रीनिवासन, अपर महा निदेशक

**S.O. 2757.**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standard Institution, hereby, notifies that the marking fee(s) per unit for various products, . . . . details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each:

## SCHEDULE

Sl. Product/Class of Product No.	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit	Date of Effect
(1)	(2)	(3)	(4)	(5)
1. Axle oil, light grade	IS:1628-1971 Specification for axle oil (first revision).	One Kilo litre.	(i) Rs. 10.00 per unit for the first 300 units; (ii) Rs. 5.00 per unit for the 301st to 900 units and (iii) Rs. 2.00 per unit for the 901st unit and above	1980-12-01
2. Oil, hydraulic, mineral oil type.	IS:3098-1975 Specification for oil, hydraulic, mineral oil type (first revision).	One Kilo litre.	Rs. 10.00	1980-03-16

(1)	(2)	(3)	(4)	(5)	(6)
3. Plastic emulsion paint, for interior use.	IS: 5411 (Part I)—1974 Specification for plastic emulsion paint : Part I For interior use (first revision)	One Litre.	25 Paise.		1980-11-01
4. Micro-cellular rubber soles and heels.	IS: 6664—1972 Specification for microcellular rubber soles and heels.	100m2	(i) Rs. 5.00 per unit for the first 500 units and (ii) Rs. 2.00 per unit for the 501st unit and above.		1981-12-01

[No. CMD/13 : 10]  
S. SHRINIVASAN  
for Addl. Director General

### स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 9 जुलाई, 1982

क्र०भा० 2758.—होम्योपैथी केन्द्रीय परिषद अधिनियम 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, केन्द्रीय होम्योपैथी परिषद के साथ परामर्श करने के बाद एनद्वारा उक्त अधिनियम को दूसरी अनुसूची में आगे निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में—

(क) मध्य प्रदेश शीर्ष के अंतर्गत मद 10 और इस से संबंधित प्रविष्टियों के स्थान पर निम्नलिखित मदें और प्रविष्टियाँ प्रतिस्थापित की जाएँ, अर्थात् :—

“10. होम्योपैथिक और जिव-रसायन चिकित्सा पद्धति बोर्ड, मध्य प्रदेश  
होम्योपैथी और जिव रसायन में डिप्लोमा।  
डी०एच०बी० 1960 से 1975 तक

10क. राज्य होम्योपैथी परिषद मध्य प्रदेश  
होम्योपैथी और जिव रसायन में डिप्लोमा  
डी०एच०बी० सितम्बर, 1975 से 1980 तक

(ख) ‘महाराष्ट्र’ शीर्ष के अंतर्गत मद 11क और इससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित मद और प्रविष्टियाँ रखी जाएँ, अर्थात् :—

“11ख. होम्योपैथी और जिव रसायन चिकित्सा पद्धति बोर्ड, महाराष्ट्र  
होम्योपैथी और चिकित्सा सज्ञेरी में डिप्लोमा  
डी०एच०एम०एस० जून, 1976 से 1980 तक।”

(ग) “उत्तर प्रदेश” शीर्ष के अंतर्गत मद 16 और उस से संबंधित प्रविष्टियों के पश्चात् निम्नलिखित मद और प्रविष्टियाँ रखी जाएँ, अर्थात् :—

“16. क. कानपुर विश्वविद्यालय बैचलर ऑफ मेडिकल और सर्जरी  
बी०ए०एम०एस० 1979 और उसके बाद से।

[सं० बी० 27021/11/80-होम्यो०]

पी०एल० कपूर, डेस्क अधिकारी

### MINISTRY OF HEALTH & FAMILY WELFARE

New Delhi, the 9th July, 1982

S.O. 2758.—In exercise of the powers conferred by sub-section(2) of section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government, after consulting the Central Council of Homoeopathy, hereby makes the following further amendments in the Second Schedule to the said Act, namely :—

In the said Schedule—

(a) under the heading “MADHYA PRADESH” for item 10 and the entries relating thereto, the following items and entries shall be substituted, namely :—

“10. The Board of Homoeopathic and Biochemic Systems of Medicine, Madhya Pradesh. Diploma in Homoeopathy and Biochemistry. D.H.B. From 1960 to 1975

10A. State Council of Homoeopathy, Madhya Pradesh. Diploma in Homoeopathy and Biochemistry. D.H.B. From September 1975 to 1980.”;

(b) under the heading “MAHARASHTRA”, after item 11A and the entries relating thereto, the following item and entries shall be inserted, namely :—

“11B. Court of Examiners in Homoeopathy and Biochemic system of Medicine, Bombay. Diploma in Homoeopathy and Medical Surgery. D.H.M.S. From June, 1976 to 1980.”;

(c) under the heading “UTTAR PRADESH”, after item 16 and the entries relating thereto, the following item and entries shall be inserted, namely :—

16A. Kanpur University. Bachelor of Medicine and Surgery. B.M.S. From 1979 onwards”.

[No. V. 27021/11/80-Homoeo.]  
P. L. KAPUR, Desk Officer



नई दिल्ली, 12 जुलाई 1982

का०आ० 2759.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 211 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करने के पश्चात् एतद्वारा उक्त अधिनियम की पहली अनुसूची में आगे निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अनुसूची में:

(1) आगरा विश्वविद्यालय से संबंधित प्रविष्टियों में “डाक्टर आफ मेडिसिन (साइकोलोजिकल मेडिसिन), एम०डी० (साइकोनालिकल मेडिसिन)” प्रविष्टि के बाद निम्नलिखित प्रविष्टि रखी जाए, अर्थात्—

“डाक्टर आफ मेडिसिन (सोशल एंड प्रिवेन्टिव मेडिसिन)—एम०डी० प्रिवेन्टिव और सोशल मेडिसिन)”

(2) बम्बई विश्वविद्यालय से संबंधित प्रविष्टियों में “मास्टर आफ सर्जरी (पेडियाट्रिक सर्जरी) एम०सी०एच० (पेडियाट्रिक सर्जरी) प्रविष्टि के बाद निम्नलिखित प्रविष्टि रखी जाए, अर्थात्—

“डाक्टर आफ मेडिसिन (पैथालोजी एंड बैक्टीरियोलोजी)—एम०डी० (पैथालोजी एंड बैक्टीरियोलोजी)”

(3) भोपाल विश्वविद्यालय से संबंधित प्रविष्टियों में “डिप्लोमा इन फॉरेसिक मेडिसिन डी०एफ०एम० प्रविष्टि के बाद निम्नलिखित प्रविष्टि रखी जाए, अर्थात्—

“डाक्टर आफ मेडिसिन (फॉरेसिक मेडिसिन)—एम०डी० (फॉरेसिक मेडिसिन)”

(4) जम्मू विश्वविद्यालय से संबंधित प्रविष्टियों में “डिप्लोमा इन क्लिनिकल पैथालोजी, डी०सी०पी०” प्रविष्टि के बाद निम्नलिखित प्रविष्टि रखी जाए, अर्थात्—

“डिप्लोमा इन आर्थोपेडिक्स—डी०आर्थोपेडिक्स”

(5) कश्मीर विश्वविद्यालय से संबंधित प्रविष्टियों में “मास्टर आफ सर्जरी (जनरल सर्जरी) एम० एम० (जनरल सर्जरी)” प्रविष्टि के बाद निम्नलिखित रखी जाए, अर्थात्—

“डॉक्टर आफ मेडिसिन (सोशल एंड प्रिवेन्टिव मेडिसिन)—एम०डी० (प्रिवेन्टिव और सोशल मेडिसिन)”

(6) कर्कोत्या विश्वविद्यालय से संबंधित प्रविष्टियों में “मास्टर आफ सर्जरी (एनाटॉमी) एम०एस० (एनाटॉमी)” प्रविष्टि के बाद निम्नलिखित प्रविष्टियां रखी जाए, अर्थात्—

“डाक्टर आफ मेडिसिन (फिजियोलोजी)—एम०डी० (फिजियोलोजी)

डाक्टर आफ मेडिसिन (पैथोलोजी)—एम०डी० (पैथालोजी)

डाक्टर इन फॉरेसिक मेडिसिन—डी०एफ०एम०

डिप्लोमा इन चार्ल्ड हेल्थ—डी०सी०एच०

डिप्लोमा इन ट्यूबरकुलोसिस एंड विस्ट डिजीज—डी०टी०सी०डी०

(7) मद्रास विश्वविद्यालय से संबंधित प्रविष्टियों में “डिप्लोमा इन पब्लिक हेल्थ डी०पी०एच०” प्रविष्टि के बाद निम्नलिखित प्रविष्टि रखी जाए, अर्थात्—

“डिप्लोमा इन फिजिकल मेडिसिन एंड रिहबिलिटेशन—डिप्लोमा इन फिजिकल मेडिसिन एंड रिहबिलिटेशन।”

(8) मेरठ विश्वविद्यालय से संबंधित “मास्टर आफ सर्जरी (एनाटॉमी) एम० एम० (एनाटॉमी)” प्रविष्टि के बाद निम्नलिखित प्रविष्टि रखी जाए, अर्थात्—

“डाक्टर आफ मेडिसिन (सोशल एंड प्रिवेन्टिव मेडिसिन)—एम०डी० (प्रिवेन्टिव और सोशल मेडिसिन)”

(9) राष्ट्रीय परीक्षा बोर्ड नई दिल्ली से संबंधित प्रविष्टियों में “नेशनल ऐकेडेमी आफ मेडिकल साइंसज (नेस्ट्रो-एस्टेरोलोजी)

एन०ए०एम०एस० (नेस्ट्रो-एस्टेरोलोजी)” प्रविष्टि के बाद निम्नलिखित प्रविष्टि की जाए, अर्थात्—

“मेम्बरशिप आफ वि नेशनल ऐकेडेमी आफ मेडिकल साइंसज (माइकोबायोलोजी)—एम०एन०ए०एम०एम० (माइकोबायोलोजी)”

(10) पूना विश्वविद्यालय से संबंधित प्रविष्टियों में “मास्टर आफ सर्जरी (प्लास्टिक सर्जरी) एम०सी०एच० प्लास्टिक सर्जरी प्रविष्टि के पश्चात् निम्नलिखित प्रविष्टियां रखी जाए, अर्थात्—

“डाक्टर आफ मेडिसिन (साइकोड्रि)—एम०डी० (साइकोड्रि)

मास्टर आफ सर्जरी (प्राप्यलमालोजी)—एम०एस० (प्राप्यलमालोजी)

(11) दक्षिण गुजरात विश्वविद्यालय से संबंधित प्रविष्टियों में “डाक्टर आफ मेडिसिन (सोशल और प्रिवेन्टिव मेडिसिन)”, शब्द और कोष्ठकों से पूर्व तारक और इसके नीचे वाली टिप्पणी हटा दी जाए।

[सं० 11015/8/82-एम०ई० (पे०)]

New Delhi, the 12th July, 1982

S.O. 2759.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said Schedule:

(i) in the entries relating to University of Agra after the entry ‘Doctor of Medicine (Psychological Medicine), M.D. (Psychological Medicine)’, the following entry shall be inserted, namely:—

“Doctor of Medicine (Social and Preventive Medicine).....M.D. (Prev. & Soc. Med.)”.

(ii) in the entries relating to University of Bombay after the entry ‘Master of Surgery (Paediatric Surgery), M. Ch. (Paediatric Surgery)’, the following entry shall be inserted, namely:—

“Doctor of Medicine (Pathology and Bacteriology).....M.D. (Path & Bact.)”.

(iii) in the entries relating to Bhopal University after the entry ‘Diploma in Forensic Medicine D.F.M.’, the following entry shall be inserted, namely:—

“Doctor of Medicine (Forensic Medicine).....M.D. (Foren. Med.)”.

(iv) in the entries relating to Jammu University, after the entry ‘Diploma in Clinical Pathology, DCP’ the following entry shall be inserted, namely:—

“Diploma in Orthopaedics.....D. Orth.”

(v) in the entries relating to University of Kashmir, after the entry ‘Master of Surgery (General Surgery) M.S. (General Surgery)’, the following entry shall be inserted, namely:—

“Doctor of Medicine (Social and Preventive Medicine).....M.D. (Prev. & Soc. Med.)”.

(vi) in the entries relating to Kakatiya University, after the entry ‘Master of Surgery (Anatomy) M.S. (Anat.)’ the following entries shall be inserted, namely:—

“Doctor of Medicine (Physiology).....M.D. (Phy.).  
Doctor of Medicine (Pathology).....M.D. (Path.).  
Diploma in Forensic Medicine.....D.F.M.  
Diploma in Child Health.....D.C.H.  
Diploma in Tuberculosis and Chest Diseases.....D.T.C.D.”

(vii) in the entries relating to University of Madras, after the entry ‘Diploma in Public Health D.P.H.’, the following entry shall be inserted, namely:—

"Diploma in Physical Medicine and Rehabilitation...  
.....Dip. Phys. Med. & Reh."

(viii) in the entries relating to Meerut University, after the entry "Master of Surgery (Anatomy) M.S. (Anatomy)", the following entry shall be inserted, namely:—

"Doctor of Medicine (Social and Preventive Medicine).....M.D. (Prev. & Soc. Med.)."

(ix) in the entries relating to National Board of Examinations, New Delhi, after the entry "Membership of the National Academy of Medical Sciences (Gastro-Enterology) NAMS (Gastro-enterology)", the following entry shall be inserted, namely:—

"Membership of the National Academy of Medical Sciences (Microbiology)..... M.N.A.M.S. (Micro)."

(x) in the entries relating to University of Poona after the entry "Master of Surgery (Plastic Surgery) M.ch. (Plastic Surgery)", the following entries shall be inserted, namely:—

"Doctor of Medicine (Dermatology & Venereology).....M.D. (Derm. & Ven.).....  
Doctor of Medicine (Psychiatry).....M.D. (Psy.) Master of Surgery (Ophthalmology)..... M.S. (Oph.)."

(xi) in the entries relating to South Gujarat University, the astrick occurring before the word and brackets:—  
"Doctor of Medicine (Social & Preventive Medicine)", and the note thereunder shall be omitted.

[No. V. 11015/82-ME(Policy)]

कांआ० 2760.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 12 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय आयुर्विज्ञान परिषद के साथ परामर्श करने के पश्चात् एतद्वारा उक्त अधिनियम की तीसरी अनुसूची के भाग-II में आगे निम्नलिखित संशोधन करने हेतु अध्यात्:—

उक्त अधिनियम की तीसरी अनुसूची के भाग-II के अन्त में निम्नलिखित प्रविष्टि जोड़ी जाएगी, अर्थात्:—

"शिशु स्वास्थ्य डिप्लोमा, (डी०सी०एच०) काबुल विश्वविद्यालय।

[सं० बी० 11025/9/79-एमई० (पं०)]

प्रकाशचन्द्र जैन, अवर सचिव

S.O. 2760.—In exercise of the powers conferred by sub-section (4) of section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendment in Part II of the Third Schedule to the said Act, namely:—

In Part II of the Third Schedule to the said Act, the following entry shall be added at the end, namely:—

"Diploma in Child Health, (D.C.H.) Kabul University".

[No. V. 11025/39/79-ME(P)]

P. C. JAIN, Dy. Secy.

ऊर्जा मंत्रालय

कोयला विभाग

नई दिल्ली, 7 जुलाई, 1982

कांआ० 2761.—केन्द्रीय सरकार, सरकारी स्थान (प्रशासिक अधिकारियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के

सर्वकार के ऊर्जा मंत्रालय (कोयला विभाग) की, भारत के राजपत्र तारीख 22-1-1979 में प्रकाशित अधिवृत्त सं० 253, तारीख 21 दिसम्बर, 1976 तथा सर्वकार के स्वतंत्र, खान और कोयला मंत्रालय (कोयला विभाग) की भारत के राजपत्र तारीख 29-12-1979 में प्रकाशित अधिवृत्त सं० 4113, तारीख 7 दिसम्बर, 1979 की अधिकांश करने हुए, निम्न दी गई मारणी के स्तम्भ (1) में वर्णित अधिकारियों को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सरदा अधिकारों नियुक्त करने हेतु और उक्त अधिकारी उक्त मारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी स्थानों के बाबत अपनी अधिकारिता की स्थानीय समिति के द्वारा उक्त अधिनियम द्वारा या उसके अधीन संघर्ष अधिकारों का प्रदान शक्तियों का प्रदान और अधिरोपित कर्तव्यों का पालन करेंगे।

मारणी

अधिकारों का पदाभिधान सरकारी स्थानों के प्रयोग और स्थानीय अधिकारिता की सीमाएं	
(1)	(2)
1. राजस्व प्रमुख, सेटल रांची और कोयला खान क्षेत्र में सेटल कोलफील्ड्स लि०, दरभंगा हाउस रांची	कोलफील्ड्स लिमिटेड के या उसके प्रशासनिक नियंत्रण में सभी स्थान तथा महाप्रबन्धक, राजस्थान, कृष्ण और तेलंगाना क्षेत्रों के प्रशासनिक नियंत्रण के अधीन सेटल कोलफील्ड्स लि० के सभी स्थान।
2. उप राजस्व प्रमुख सेटल कोलफील्ड्स लि०, दरभंगा हाउस, रांची	महाप्रबन्धक, अरुणाचल प्रदेश, उत्तरी कर्णपुरा तलचर और मिशोरानी क्षेत्रों के प्रशासनिक नियंत्रण के अधीन सेटल कोलफील्ड्स लिमिटेड के कोलफील्ड क्षेत्र और सभी अन्य स्थान
3. महाप्रमुख राजस्व प्रमुख, सेटल कोलफील्ड्स लिमिटेड रांची	महाप्रबन्धक बीकारो और कारगली दरभंगा (जिसमें केन्द्रीय मजदूर और केन्द्रीय वर्कशॉप परिसर भी हैं) कटारा और धोर क्षेत्रों के प्रशासनिक नियंत्रण के अधीन सेटल कोलफील्ड क्षेत्र और सभी अन्य स्थान।

[सं० 15/16/79-सी एल०]

स्वर्ण सिंह, उवर सचिव

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 7th July, 1982

S.O. 2761.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notifications of the Government of India in the then Ministry of Energy (Department of Coal) No. 253 dated the 21st December, 1976 published in the Gazette of India on 22-1-1977 and the then Ministry of Steel, Mines and Coal (Deptt. of Coal) No. S.O. 4113 dated the 7th December, 1979 published in the Gazette of India dated 29-12-79, the Central Government hereby appoints the Officers mentioned in column (1) of the Table below, being officers of equivalent to the rank of gazetted officers of Government, to be estate officer for the purposes of the said

Act, and the said officers shall exercise the powers conferred and perform the duties imposed on estate officer by or under the said Act, within the local limits of their respective jurisdictions in respect of categories of the public premises specified in column (2) of the said Table

TABLE

Designation of the officer	Categories of the public premises and local limits of jurisdiction
1	2
1 Chief of Revenue, Central Coalfields Ltd, Darbhanga House, Ranchi	All the premises belonging to or under the administrative control of the Central Coalfields Ltd in Ranchi and Coalfield area and all other premises belonging to the Central Coalfields Ltd under the administrative control of the General Managers' Rajappa, Kuru & Hazarib gh areas

1	2	3
2 Dy Chief of Revenue Central Coalfields Ltd, Darbhanga House, Ranchi	Coalfields area and all other premises belonging to the Central Coalfields Ltd under the administrative control of General Managers, Aigda, North Karanpura, Talcher and Singrauli Areas	
3 Asstt Chief of Revenue, Central Coalfields Ltd, Darbhanga House, Ranchi	Coalfields area and all other premises belonging to the Central Coalfields Ltd, under the administrative control of the General Managers of Bokaro & Kargali, Baidikane, (including Central Stores & Central workshop premises), Kathara and Dhori Areas	

[No. 15/16/79-CL]  
SWARAN SINGH, Under Secy

## सूचना और प्रसारण मंत्रालय

## आदेश

नई दिल्ली, 9 जुलाई 1982

का० आ० 2762—फिल्म सलाहकार बोर्ड के कार्यकरण से संबंधित विनियमों के नियम 14(ख) के उपबन्धों के अंतर्गत प्रदत्त अधिकारों का प्रयोग करने द्वारा केन्द्रीय सरकार एनवद्वारा इसके साथ लगी अनुसूची के कालम 2 में दी गई फिल्मों का उनके सभी भारतीय भाषाओं के रूपांतरों सहित, जिनका विवरण प्रत्येक के सामने उक्त अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है—

## अनुसूची

क्रम सं०	फिल्म का नाम	फिल्म की लंबाई (मीटरों में)	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा संबंधी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेट्री फिल्म है
1	2	3	4	5	6
1	भारतीय समाचार समीक्षा सख्या 1752 और भारतीय समाचार समीक्षा सख्या 1752 (प्रादेशिक उत्तर)	289	फिल्म प्रभाग, भारत सरकार, 24-वीडर रोड, बम्बई-26		समाचार और सामयिक घटनाओं की फिल्म। क्रमण सामान्य और प्रादेशिक प्रदर्शन के लिए
2	भारतीय समाचार समीक्षा सख्या 1752 क	288	नदेव-		समाचार और सामयिक घटनाओं की फिल्म। सामान्य प्रदर्शन के लिए।
3	भारतीय समाचार समीक्षा सख्या 1752 और भारतीय समाचार समीक्षा सख्या 1753 (प्रादेशिक पूर्व)	299	नदेव		समाचार और सामयिक घटनाओं की फिल्म। क्रमण सामान्य और प्रादेशिक प्रदर्शन के लिए।
4	भारतीय समाचार समीक्षा सख्या 1754 और भारतीय समाचार समीक्षा सख्या 1754 (प्रादेशिक दक्षिण)	300	नदेव-		समाचार और सामयिक घटनाओं की फिल्म। क्रमण सामान्य और प्रादेशिक प्रदर्शन के लिए।
5	भारतीय समाचार समीक्षा सख्या 1754 क	285	नदेव-		समाचार और सामयिक घटनाओं की फिल्म। सामान्य प्रदर्शन के लिए।

1	2	3	4	5	6
6.	भारतीय समाचार समीक्षा संख्या 1755 और भारतीय समाचार समीक्षा संख्या 1755 (प्रादेशिक पश्चिम)	281	फिल्म प्रभाग, भारत सरकार, 24-पेडर रोड, बम्बई 26		समाचार और सामयिक घटनाओं की फिल्म : क्रमशः सामान्य और प्रादेशिक प्रदर्शन के लिए।
7.	भारतीय समाचार समीक्षा संख्या 1756 और भारतीय समाचार समीक्षा संख्या 1756 (प्रादेशिक उत्तर)	295	-तथैव-		समाचार और सामयिक घटनाओं की फिल्म क्रमशः सामान्य और प्रादेशिक प्रदर्शन के लिए।

[फाइल संख्या 315/2/82-एफ (पी)]  
सुकुमार मंडल, डेस्क अधिकारी

# MINISTRY OF INFORMATION AND BROADCASTING

## ORDER

New Delhi, the 9th July, 1982

**S.O. 2762.**—In exercise of the powers vested under the provisions of Rule 14(b) of the Regulations relating to the working of the Film Advisory Board, the Central Government hereby approves films specified in column 2 of the Schedule annexed hereto in all its/their languages version to be of the description specified against it/each in column 6 of the said schedule.

## SCHEDULE

Sl. No.	Title of the film	Length of the film (in metres)	Name of the applicant	Name of the producer	Brief syno whether a scientific film or for educational purposes of a film deal with news, current events and documentary film
1	2	3	4	5	6
1.	INR 1752 & INR 1752 (Regional North).	289	Films Division 24-Peddar Road, Bombay-26.	Government of India,	News & current events. General and Regional Release respectively.
2.	INR 1752-A	288	-do-		News & current events General release.
3.	INR 1753 & INR 1753 (Regional East)	299	-do-		News and current events. General and Regional release respectively.
4.	INR 1754 & INR 1754 (Regional South)	300	-do-	-do-	News and current events. General and Regional Release respectively.
5.	INR 1754-A	285	-do-		News and current events. General release.
6.	INR 1755 & INR 1755 (Regional West)	281	-do-		News and current events. General and Regional Release respectively.
7.	INR 1756 & INR 1756 (Regional North)	295	-do-		News and Current events. General and regional release respectively.

[File No. 315/2/82-FP]  
SUKUMAR MANDAL, Desk Officer

## संचार संचालय

(डाक तार बोर्ड)

नई दिल्ली, 7 जुलाई, 1982

क्र.आं. 2763.—स्थायी आदेश संख्या 627 दिनांक 8 मार्च 1980 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने मुरामाला गुट्टानदेवी कोथापेटा, रामा चोदावरम देवपट्टनम और चगल्लु टेलीफोन केन्द्र में दिनांक 1-8-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/82-पी.एच.बी.]

## MINISTRY OF COMMUNICATIONS

(P&amp;T Board)

New Delhi, the 7th July, 1982

S.O. 2763.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st August, 1982 as the date on which the Measured Rate System will be introduced in Muramalla/Guttanadevi/Kothapeta/Rampachodavaram/Devipatnam & Chagallu Telephone Exchanges, Andhra Pradesh Circle.

[No. 5-6/82-PHB]

नई दिल्ली, 12 जुलाई, 1982

क्र.आं. 2764.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने उलावापाडु, वाला पारुला, कूम्बूम, कैरेडु, उप्पुगुन्दु, माडराजगुडुर, थोटापल्लिगुडुर टेलीफोन केन्द्र में दिनांक 1-8-82 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/82-पी.एच.बी. (पीटी)]

New Delhi, the 12th July, 1982

S.O. 2764.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st August, 1982 as the date on which the Measured Rate System will be introduced in Ulavapadu/Valaparla/Cumbum/Karedu/Uppugundur/Marturu Telephone Exchanges Andhra Pradesh Circle.

[No. 5-6/82-PHB(Pl.)]

क्र.आं. 2765.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III पैरा (क) के अनुसार डाक-तार महानिदेशक ने लसलगांव टेलीफोन केन्द्र में दिनांक 1-8-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-9/82-पी.एच.बी.]

S.O. 2765.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st August, 1982 as the date on which the Measured Rate System will be introduced in Lasalgaon Telephone Exchange, Maharashtra Circle.

[No. 5-9/82-PHB]

क्र.आं. 2766.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने वाझकुलम, आयवना, पाम्पाकुडा, कल्लूरकाट टेलीफोन केन्द्र में दिनांक 1-8-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-10/82-पी.एच.बी.]

S.O. 2766.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st August, 1982 as the date on which the Measured Rate System will be introduced in Vazhakulam, Kallorkad, Ayavuna, Telephone Exchanges Kerala Circle.

[No. 5-10/82-PHB]

नई दिल्ली, 14 जुलाई, 1982

क्र.आं. 2767.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने, बडिबोलु वन्कनापलम, अन्नामेदु, नडुपट, मदारराजगुडुर, थोटापल्लिगुडुर टेलीफोन केन्द्र में दिनांक 1-8-1982 प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/82-पी.एच.बी.]

New Delhi, the 14th July, 1982

S.O. 2767.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st August, 1982 as the date on which the Measured Rate System will be introduced in Baddevolu Venkannapalem/Annamedu/Naidu-pet/Madarajagudur/Thotapalligudur Telephone Exchanges, Andhra Pradesh Circle.

[No. 5-6/82-PHB]

नई दिल्ली, 16 जुलाई, 1982

क्र. आ. 2768.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने कोटागिरि टेलीफोन केन्द्र में दिनांक 1-8-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/82-बी.एच.बी.]

New Delhi, the 16th July, 1982

S.O. 2768.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1-8-82 as the date on which the Measured Rate System will be introduced in Kotagiri Telephone Exchange, Tamil Nadu Circle.

[No. 5-4/82-PHB]

नई दिल्ली, 17 जुलाई, 1982

क्र. आ. 2769.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने थानाकालू, नालाचिह्व, रॉम्पश्चेरेला, पिलर, पिना-

गाठिगलू, टेलीफोन केन्द्र में दिनांक 1-8-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/82-पी.एच. बी.]

आर. सी. कटारिया, सहायक महानिदेशक,  
(पी. एच. बी.)

**S.O. 2769.**—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1-8-82 as the date on which the Measured Rate System will be introduced in Thanakallu/Nalla Cheruvu/Rompicherla, Piler/Chinnaga ttigallu Telephone Exchanges, A.P. Circles.

[No. 5-6/82-PHB]

R. C. KATARIA, Asstt. Director General (PHB)

### रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 9 जुलाई, 1982

**क्रां.आ. 2770**—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (2) और (4) के अनुपालन में रेल मंत्रालय (रेलवे बोर्ड) निम्नलिखित रेल कार्यालयों को, जहाँ के कर्मचारियों ने हिन्दी का कार्यमाध्यक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है :—

1. मण्डल रेल प्रबंधक का कार्यालय, फिरोजपुर, उत्तर रेलवे।
2. मध्य रेलवे मुख्यालय, बम्बई वी०टी०।
3. अवर मुख्य यांत्रिक इंजीनियर का कार्यालय सांको कारखाना परगल, बम्बई, मध्य रेलवे।

[सं० हिन्दी-82/रा०आ० 1/12/3]

हिम्मत सिंह, सचिव, रेलवे बोर्ड एवं  
भारत सरकार के पदेन संयुक्त सचिव।

### MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 9th July, 1982

**S.O. 2770.**—In pursuance of Sub-Rules (2) & (4) of Rule 10 of the Official Languages (Use for the Official purposes of the Union) Rules, 1976, the Ministry of Railways (Railway Board) hereby notify the undermentioned Railway offices. the staff thereof have acquired the working knowledge of Hindi :—

1. Office of the Divisional Rail Manager, Firozpur, Northern Railway,
2. Headquarter office of Central Railway, Bombay V.T.
3. Office of the Additional Chief Mechanical Engineer, Loco Workshop, Parel, Bombay Central Railway.

[No. Hindi 82/OI-I/12/3]

HIMMAT SINGH, Secy, Railway Board  
& Ex-officio Jt. Secy. to the Government of India

### श्रम मंत्रालय

नई दिल्ली, 26 जून, 1982

**क्रां.आ. 2771**—उत्प्रवास अधिनियम, 1922 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्रम मंत्रालय के अनुभाग अधिकारी, श्री एम०एम० जोशी को तत्काल उत्प्रवासी सरक्षी, दिल्ली के रूप में नियुक्त करती है।

[संख्या डी०जी०एल०डब्ल्यू०-11017/1/81-ई०एम०आई०जी०]

### MINISTRY OF LABOUR

New Delhi, the 26th June, 1982

**S.O. 2771.**—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri M. M. Joshi, Section Officer, Ministry of Labour to be the Protector of Emigrants, Delhi with immediate effect.

[No. DGLW-11017/1/81-EMIG]

नई दिल्ली, 16 जुलाई, 1982

**क्रां.आ. 2772**—उत्प्रवास अधिनियम, 1922 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्रम मंत्रालय के अनुभाग अधिकारी, श्री वी० के० वेनुगोपालन को 29 जून, 1982 के पूर्वदिन से उत्प्रवासी सरक्षी, दिल्ली के रूप में नियुक्त करती है।

[संख्या डी०जी०एल०डब्ल्यू०-11017/1/81-ई०एम०आई०जी०]

गिरिजा ईश्वरन, संयुक्त सचिव

New Delhi, the 16th July, 1982

**S.O. 2772.**—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri V. K. Venugopalan, Section Officer, Ministry of Labour to be the Protector of Emigrants, Delhi with effect from the fore-noon of 29th June, 1982.

[No. DGLW-11017/1/81-EMIG]

GIRIJA ESWARAN, Jt. Secy.

नई दिल्ली, 15 जुलाई, 1982

**क्रां.आ. 2773.**—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री वी०के० सरिन को मुख्य खान निरीक्षक के अधीन खान निरीक्षक के रूप में नियुक्त करती है।

[सं० ए०-12025/2/81-एम 1]

जे०के० जैन, अवर सचिव

New Delhi, the 15th July, 1982

**S.O. 2773.**—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (32 of 1952), the Central Government hereby appoints Shri V. K. Sarin as Inspector of Mines subordinate to the Chief Inspector of Mines.

[F. No. A-12025/2/81-M.1]

J. K. JAIN, Under Secy.

New Delhi, the 15th July, 1982

**S.O. 2774.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bangalore in the industrial dispute between the employers in relation to the management of Doddakanya Magnesite Mine of M/s. Tata Iron and Steel Company Limited, Noamundi and their workman, which was received by the Central Government on 5th July 1982.

[No. L-29011/3/76-D.IIIB/81]

BEFORE THE INDUSTRIAL TRIBUNAL IN  
KARNATAKA, BANGALORE

Dated this the 31st day of May, 1982

Central Reference No. 2 of 1976

I PARTY :

Workmen represented by the Secretary, Doddakanya  
Magnetite Mine Employees' Union, Sarvaanika  
Hostel, Mysore-2.

Vs.

II PARTY :

The Divisional Manager (Mines), The Tata Iron and  
Steel Co. Ltd., Mine Division, Noamundi.

APPEARANCES :

For the I Party—Sri K Subba Rao, Advocate, Bangalore.

For the II Party—Sri K. Shamanna, Employees' Asso-  
ciation, Bangalore.

REFERENCE :

(Government Order No. I-29011/3/76-DIII B dated  
17-3-1976)

AWARD

The Central Government has made a reference of dispute  
between the parties for adjudication on the following  
point :—

"Whether the action of the management of Doddakanya  
Magnetite Mine of Messrs Tata Iron and Steel Com-  
pany Limited, Mine Division, Noamundi, in dis-  
missing Shri Abdul Rahim, Driver, from service  
with effect from 6-11-74 is justified? If not, to  
what relief is the said workman entitled?"

2. The parties submitted their statements.

3. The contention of the I Party was that the dismissal  
of the workman was to victimise for his trade union ac-  
tivities and a false charge was framed against him and a show  
of an enquiry was conducted. It says that the principles of  
natural justice were not followed at the enquiry as the  
charge is vague. Then enquiry was preponed to the pre-  
judice of the I Party workman. The findings recorded were  
perverse and based on inadmissible evidence. It adds that  
the officer who passed the order of dismissal was not com-  
petent to do so, and he had passed the order with a pre-  
determined mind to dismiss him from service.

4. The II Party had submitted a statement on 14-4-76  
stating that a proper enquiry was held on the charge against  
him and as the same was established by proper evidence in  
the enquiry conducted with due formalities in accordance  
with the Standing Orders and due compliance with the prin-  
ciples of natural justice, the order of dismissal was made  
as the charge proved deserved such punishment. It filed a  
rejoinder on 17-8-76 denying the allegations made in the  
claim statement of the I Party and adding that the enquiry  
which was originally fixed on 10-9-74 was advanced by  
obtaining the consent of the workman and conducted with  
his consent and full opportunities were given to the work-  
man to defend himself by having an observer for him and  
the findings given by the Enquiry Officer are quite just and  
proper. His previous record was also considered and the  
proper authority has passed the order of dismissing him  
from service.

5. It also filed another additional written statement on  
3-2-78 stating that the Tribunal has to determine the validity  
or otherwise of the domestic enquiry as a preliminary issue  
before entering upon the merits of the case. Hence the  
said point was taken up for consideration in the first  
instance.

6. The enquiry papers were produced by the II Party but  
the Enquiry Officer was not examined on its behalf. It  
examined only an official who acted as a translator during

the enquiry. He says that the witness deposed in Kannada  
and translated the same into English correctly and after re-  
cording was over the same was read over and translated  
from English into Kannada and no one objected saying that  
there was any omission or mistake.

7. The I Party workman examined himself as a witness  
and examined 4 other witnesses on his behalf. WW-1 is the  
observer permitted to observe the proceedings. WWs-3 to  
5 are the co-workers who were examined as witnesses at the  
time of the enquiry. They say in the evidence that they  
were not aware of what was recorded as they had deposed  
in Kannada. Their statements were recorded in English by  
the Enquiry Officer who did not know Kannada and the  
translator had not translated the statements recorded.

8. The I Party—workman as well as his observer stated  
in their evidence that the notice fixing the case for enquiry  
on 10-9-74 was received by the workman on 8-9-74. But he  
was again informed on that day that the enquiry was pre-  
poned and would be held on 9-9-74 inspite of his protest  
that it is not possible to get ready within that short time.  
He says that the management informed that if he did not  
participate in the proceedings, an ex-parte enquiry would  
be held and so he had to take part in the proceedings. Ext.  
W-1 is the notice of enquiry. It is signed by the Manager  
and is dated 16-9-79. It had notified the enquiry to take  
place on 10-9-74 at 8.00 A.M. When the workman stated  
in his evidence that Ext. W-1 was served on him on 8-9-74  
it is suggested to him in the cross-examination that it was  
served on him on 6-9-74 itself. From the mere fact that  
Ext W-1 bears the date affixed by seal is 6-9-74 it cannot  
be concluded that it was served on the very day itself when  
there is no date put below the signature of the workman  
on it to show acknowledgement on the receipt copy. Ext.  
W-2 is produced as the notice preponing the enquiry from  
10-9-74 to 9-9-74 at 8.00 A.M. It reads that as discussed  
and agreed, the enquiry will be conducted at 8.00 a.m. on  
9-9-74 instead of 10-9-74 as stated earlier. It is dated  
8-9-74. This is also signed by the Manager and when  
WWs-1 and 2 state that this notice was received late in the  
evening on 8-9-74 and then the workman sent word to  
WW-1 the observer and got him for the next day, his con-  
tention that he could not prepare himself for enquiry on the  
next day has to be accepted when there is absolutely no  
evidence on behalf of the management that sufficient oppor-  
tunity was given to the workman to prepare himself for the  
defence and he had actually consented for the preponing of  
the case. The whole enquiry was closed on 9-9-74 itself by  
examining altogether 8 witnesses besides the workman. The  
names of the witnesses on behalf of the management were  
not furnished to the workman. There is nothing on record  
of the domestic enquiry to show that the management had  
proposed to examine 3 witnesses on its behalf in addition  
to the complainant M. R. Jayakrishna Sanketi. According  
to the workman, the witnesses taken on his behalf were  
threatened by the complainant to speak in support of the  
charge-sheet and they were considered as the management's  
witnesses by the Enquiry Officer. The Enquiry Officer has  
noted in his report that the complainant has produced 3 wit-  
nesses K. D. Putta, K. D. Ranga Shetty and Siddachari.  
Further in his report he writes that the charge-sheeted per-  
son produced 7 persons, out of whom the above 3 persons  
were witnesses of both the charge-sheeted person and the  
complainant. This is a meaningless procedure adopted by  
the Enquiry Officer. Merely because the witnesses produced  
by the workman have deposed in support of the charge, they  
cannot be called the management's witnesses. When espe-  
cially the said 3 persons come before this Tribunal and make  
a sworn statement that they were warned by the complainant  
to tell the truth it cannot be taken that they could not have  
been taken as the management's witnesses merely because  
they have spoken in support of the charge. The Enquiry  
Officer has noted against the name of Siddachari that he  
is a common witness. It is not known as to what he means  
by noting him as a common witness. If he is examined as  
a witness for the management there is no meaning in his  
asking the workman to cross-examine him first and then  
permit the complainant to cross-examine him. Even the  
other 2 witnesses Putta and Ranga Shetty were made to  
give statement and then the workman was asked to put  
questions in the first instance and then the complaint was  
asked to cross-examine him giving the benefit to fill up the

lacuna in his earlier statement. The learned pleader for the II Party pointed out that at the end of the enquiry the Enquiry Officer has put questions as to whether he followed the enquiry and was satisfied and had any doubt and got answer that he has no doubt anywhere and hence it is not open for the workman to challenge the enquiry at the present stage. From the defects in the enquiry which are principles of natural justice have been followed. Admission by the workman that he had no doubts at the enquiry or his failure to object to the fixing of the enquiry for 9-9-74 or as regards the procedure of the enquiry by giving anything in writing will not be sufficient to conclude that the enquiry was just and proper. When WWS-1 and 2 swear to these defects the non-examination of the Enquiry Officer or anybody on behalf of the management to satisfy the Tribunal that the enquiry was no defective makes the evidence on behalf of the workman to be accepted. In the decision in Delhi Cloth and General Mills Co. Ltd. vs. Thejvir Singh 1972 LLJ 201 it has been observed that an enquiry conducted without giving much time for the workman to prepare himself for his defence is to be held as in gross violation of the principles of natural justice. Even if the workman had not given any objection in writing about the prejudice that was caused to him in the enquiry, it is natural to expect that he did not give it in writing on account of threat that he would be set apart if he fails to take part in the proceedings. When the Management has not produced any evidence to show that the workman had agreed for the advancement of the case, his contention that he was prejudiced has to be accepted.

9. The learned pleader for the I Party workman points out that in the decision in Steel Authority of India vs. The Presiding Officer, Labour Court 1980 Lab. I.C. 1088 it has been made clear that it is the disciplinary authority who is competent to frame the charge and constitute the Enquiry Committee and if the same is done by unauthorised person the whole enquiry held is vitiated. In the present case, the Standing Orders produced do not state in any specific terms as to whom exactly is the disciplinary authority. But Standing Order 35(b) provides that the Company may at its discretion give the employee the punishments mentioned therein. Sub-clause (c) provides that if a misconduct is alleged against an employee, the Management before taking action against the employee will hold an enquiry by an officer appointed for the purpose. The word 'Management' used above is as the substitute for the word 'Company' and the Manager by himself cannot be the Management of the Company. The Company is defined in the Standing Order 4(a) as the Tata Iron and Steel Co. Ltd. The charge-sheet in the case marked as Ext. W-3 was issued by the Manager by Magnesite Mines at Doddkanya Magnesite Mines. When the explanation was submitted by the workman, the same was considered by the Manager who issued the order Ext W-1 to say that it was decided to hold an enquiry and Sri A. K. Panda has been appointed as the Enquiry Officer. The Standing Order do not empower the Manager to issue the charge-sheet or decide to hold an enquiry or even to appoint the enquiry officer to conduct the enquiry. There is nothing on record to show that the Company by itself had taken any action in this regard. Hence it has to be taken that the issuance of the charge-sheet and holding of the enquiry are defective and are liable to be set aside. In the above decision in 1980 Lab. I.C. 1088 the order permitting for fresh evidence to substantiate the charge made by the Labour Court was allowed to stand. In the present case, the management has filed a memo seeking an opportunity to adduce evidence in case the domestic enquiry is found to be defective in any way.

10. Before considering the question as to whether the management should be given an opportunity to lead evidence on the charge, it will be necessary for the Tribunal to decide on the question of the competency of the dismissing authority to pass an order of dismissal. The workman has raised in its claim statement such a contention and the II Party has stated that the dismissing authority had the power to do so. If he, in fact, had no such power the order of dismissal itself is invalid and by hearing the evidence of the management on the charge, the Tribunal can-

not substitute another order of dismissal for defective order already made. Hence the question about the authority of the officer who passed the order of dismissal has to be considered and the case is fixed for hearing the parties on this point.

Further Order passed on 30-6-1982.

11. On the question of the competency of the officer who passed the order of dismissal, one witness was examined on behalf of the management. He is the Manager of the Doddkanya Magnesite Mine and he says that one T. L. N. Shastri who awarded the punishment is the Agent as defined under the Mines Act, 1952. He has produced Ext. M-2 as a form submitted to the Director General of Mines. The Standing Order 35(a) does not specifically say as to who is the authority who can dismiss an employee who is guilty of misconduct. But sub-clause (b) provides that the Company may at its discretion give the employee other punishment in lieu of dismissal. When the lesser punishments are to be imposed by the company it can be taken that even the lightest punishment of dismissal can be imposed by the company itself. Standing Orders do not define the role or the powers of the Superintendent who passed the orders of dismissal. In decision in Hindustan Brown Borerries vs. their workmen, 1968 1 L.J. 571 the Supreme Court has observed that when the Standing Order reserves the power to the company, the Works Manager of the company cannot pass such order unless there is specific delegation of such power. In the present case, the company has been defined as the Tata Iron & Steel Company Ltd., and if the said company had not empowered the Superintendent or the Agent to pass the order of dismissal, it is not open for the Superintendent to pass such orders claiming to be an agent. The Agent as defined under the Mines Act is only a person who acts as the representative of the owner in the control and direction of the mines and unless specific powers to take action for misconduct is conferred on him by the company he cannot exercise the said power.

12. In the decision in Steel Authority of India vs. The Presiding Officer, Labour Court, Dhanbad, 1980 Lab I.C. 1088 it has been observed by the Supreme Court that even the framing of the charge and constituting the Enquiry Committee should be made by the Disciplinary Authority only. Standing Order 35(c) provides that if misconduct is alleged against the employee the Management should hold an enquiry by an officer appointed for the purpose. The Management in the present case is the Company itself and cannot be a term synonymous to the Manager defined under the Standing Orders. The charge in the present case is framed by the Manager and even the enquiry was ordered by the Manager only by appointing the Enquiry Officer. As there is no evidence placed by the II Party-Management to show that the Manager had such authority or the Superintendent had the authority to dismiss the workman from service, I hold that the order of dismissal is unsustainable and the same is set aside. The I Party Workman is directed to be reinstated in service as from the date of dismissal with continuity of service and other benefits available to him. He shall be paid the full back wages in view of the decision in Suresh Chandra Barad vs. State of Orissa 1982 Lab. I.C. 748. He shall also be paid Rs. 200 as costs of the proceedings. Award passed accordingly.

V. H. UPADHYAYA, Presiding Officer

[No. L-29011/3/76-D.II(B)]

**S.O. 2775.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the management of Cesti Mines, Goa of M/s. Chowgule and Co. Pvt. Ltd. and their workmen, which was received by the Central Government on 31st July, 1982.



BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 2, BOMBAY

Reference No. : CGIT-2/23 of 1981

## PARTIES :

Employers in Relation to the Management of M/s. Chowgule and Company Private Limited, Goa.

AND

Their Workmen

INDUSTRY : Mines STATE : Goa, Daman and Diu

Bombay, dated the 21st June, 1982

## AWARD

By their order No. L-29012/17/81-D. III (B) dated 18-9-81 following dispute has been referred for adjudication.

"Whether the action of the management of Costi Mines, Goa of M/s. Chowgule & Co. Pvt. Ltd., in terminating the services of Shri D. P. Naik, Mechanic with effect from 3-4-1981 is justified? If not what relief the workmen is entitled to?"

2. The facts are not much in dispute and the controversy has arisen because of the alleged diverse opinions expressed by two Doctors viz. appointed and approved by the management and the Medical College Authorities who examined the workman and certified him to be fit for the job. The workman says that in view of this certificate the opinion expressed by the approved doctor of the company should not have prevailed and the management should not have terminated his services. The record speaks that when examined on various days, in the opinion of the company's Doctor the workman was not fit medically and therefore ultimately the termination of the service.

3. By the appointment letter dated 8-9-79 the workman Shri Dayanand Pandurang Naik was issued an appointment letter whereby he was told that he would be absorbed on the permanent rolls as a Mechanic on the general terms and conditions of service as per the annexure, the copy of which was annexed to the appointment letter one of which condition is that the employment was subject to the applicant being found medically fit for the post by a medical practitioner approved by the Company. In view of this specific condition of service, of which condition the workman was made fully aware, the plea that the workman had obtained subsequent to the order of termination, a fitness certificate from the Goa Medical College. Authorities would be of no avail and if there was a conflict between the two medical experts, the Company if relied upon their own approved medical practitioner, no fault can be found with the said action of the management. It is also pertinent note that when the services were terminated by letter dated 4-2-81, the fitness certificate was obtained some days thereafter i. e. 24-2-81, which certificate was not before the management at the time when they terminated the service.

4. The termination also cannot be termed as retrenchment as we find in Section 2(00) of the Industrial Disputes Act, the termination of his service on the ground of ill health being excepted from the operation of the said definition. If therefore, provisions of Section 25F were not complied with, the workman would not be entitled to any relief. Furthermore the contention of the management is that the workman was on probation whose probationary period was being extended for production of the fitness certificate.

5. The result is that the workman would not be entitled to any relief, the action of the management being fully justified, valid and legal.

6. The Union after filing the statement of claim in support of the Reference did not remain present despite several opportunities given and did not substantiate their stand in any manner, against which Mr. Sinha represented the management.

The reference therefore fails.  
No order as to costs.

M. A. DESHPANDE, Presiding Officer  
[No. L-29012/17/81-D. III (B)]

**SO. 2776.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following Arbitration award in the industrial dispute between the employers in relation to the management of M/s. H. S. Rawlley, Contractor in Purnapani Lime Stone and Dolomite Quarry of Rourkela Steel Plant of SAIL, Purnapani and their workmen, which was received by the Central Government on 5th July, 1982.

BEFORE THE ARBITRATOR, SHRI O. P. GUPTA, REGIONAL LABOUR COMMISSIONER (CENTRAL), BHUBANESWAR.

## BETWEEN

M/s. H. S. Rawlley, Contractor in Purnapani Limestone and Dolomite Quarry, P. O. Purnapani, Dist. Sundergarh, Orissa State.

AND

The workmen represented by the United Mines Mazdoor Union, Qr. No. F/32, Sector-18, Rourkela-3, Orissa.

## PRESENT :

Shri O. P. Gupta,  
Regional Labour Commissioner (Central),  
Bhubaneswar.

## APPEARANCES :

For the employers : Shri D. Mohanty and Shri D. Naik, Advocates.

For the workmen : Shri S. N. Mudali, Vice-President, United Mines Mazdoor Union.

## AWARD

1. The following matter was referred to my arbitration vide Ministry of Labour, Government of India notification No. L-29012/25/81-D (III. B) dated 15-1-1982.

"Whether the termination of S/Shri Markush, Gajendra Smt. Salmy, Karma Badaik, Boarsh, Andriash, Dond-Sil Brush and Purna Ch. Pradhan, Piece-rated workers of Messrs H. S. Rawlley, Contractor, Purnapani Limestone and Dolomite Quarry, Purnapani with effect from 10-2-81 is justified? If not, to what relief they are entitled to?"

2. The parties were heard by me on 2-2-1982. Both the parties agreed that either side would be free to be represented by Counsel if they so choose.

3. The management furnished their written reply on 17-2-82. A copy of the same was given to Shri S. N. Mudali for filing the counter.

4. The Union submitted the counter on 2-3-82.

5. The facts of the case as stated by the parties in their written statement are as under :

(i) The Purnapani Limestone and Dolomite Quarry belongs to the Rourkela Steel Plant of Steel Authority of India Ltd. The Rourkela Steel plant authorities gave the contract of raising ore, Drilling and blasting, breaking into sizes, transporting and loading into wagons to M/s. H. S. Rawlley in the year 1972. The contract is still continuing. There is an exclamation clause in the tender and the tender is extended from time to time by negotiations. The Contractor had employed about five hundred workers in the quarry for raising limestone and dolomite. There are two Unions functioning in the estt. viz. United Mines Mazdoor Union (affiliated to CITU) and another Union affiliated to H. M. S. The work in the Quarry was going on smoothly till 1978. The wages of the workers were governed by a settlement between the CITU Union and the management in 1977. According to the settlement the workers were to receive the wages as fixed under the Minimum Wages Act, 1948. In the middle of 1978 the workers started demanding higher wages at par with the wages paid

to the departmental workers and as per the Wage Board for Limestone and Dolomite Mines. As the management refused to increase the wages the workers held demonstrations. The management locked out the establishment on 19-9-78. The lock-out was lifted on 9-10-1978 after some understanding was reached with the workers. The management entered into a settlement with the H.M.S. Union on 28-8-79. This led to labour trouble as the CITU Union was claiming to be the majority Union. The management declared a lockout again on 7-4-80. The lockout was lifted on 29-4-80 after a settlement with the CITU Union. The CITU Union again demanded the revision in wage rates, payment of all back wages, payment of bonus @ 10% and provision of certain facilities like rest shelter, latrines & urinals, canteens, medical facilities etc. etc. The management did not agree to these demands and declared a lockout for the third time on 22-12-80. The Assistant Labour Commissioner (Central), Rourkela held conciliation proceedings on the demands of the Union but there was no settlement. The Regional Labour Commissioner (C), Bhubaneswar also called the parties to Bhubaneswar on 20-1-1981 and advised the management to lift the lockout. He also advised the management to pay wages earned by the workman one day before lifting the lockout. The lockout was however lifted on 9-2-81. On 10-2-81 the management issued notices of termination to nine workmen whose dispute has been referred to arbitration. According to the termination order the services of the concerned workmen were no longer required in the establishment. The workers were advised to collect all the legitimate dues within two days from their site-office.

6. The evidence in this case was recorded on various dates from 13-4-82 to 22-5-82. The Union produced Shri Silbrus Boro, Son of Shri Lajuras Boro as Witness No. 1. He stated that all the workers who had been discharged had put in 7-8 years of service. No reasons of termination were mentioned in the termination letter. No charge sheet was issued and also no enquiry was held. No opportunity was given to the workers to defend them. At the time of discharge industrial disputes relating to charter of demands and wages for the strike period were pending. Before the A.L.C. (C), Rourkela. The workers were also demanding equal wages as those payable to departmental workers engaged in the Quarry. All the nine workers whose services were terminated were the executive members of the Branch Union of the CITU. He also stated that the workers never resorted to go slow or intimidation of the staff and officers of the management. They never indulged in gherao or illegal activity. The second witness produced by the Union was Shri Markus Kandulana son of Jwakim Kandulana. He also stated that his services were terminated without any reason and enquiry. At the time of termination the disputes were pending before the A.L.C. (C), Rourkela and R.L.C. (C), Bhubaneswar. He was discharged because the management wanted to create panic so that the Union may not demand the legitimate dues of the workmen. It was an act of victimisation. The management had locked out the estt. to coerce the workers. The workers had never indulged in any violent activities. The third witness produced by the Union was Shri Ramprit Prasad, son of Nimal Prasad the Organising Secretary of the Union. He also repeated that the management had indulged in various unfair labour practices and had not paid proper wages and bonus to the workmen. The Union had given a strike notice on which the A.L.C. (C), Rourkela started conciliation proceedings vide letter dated 1-12-1980. The lockouts declared by the management were illegal and therefore they had demanded wages for the lockout periods. The labour trouble in the Quarry if any was created by the management by declaring lockout repeatedly and by not giving proper wages to the workmen. He also stated that the action of the management in terminating the services of the nine workmen was illegal and malafide. The witness denied that there was any gherao of Shri Om Prakash, a Partner of the contractor firm as alleged by the management.

7. The management produced their witnesses on 20-5-82. Their first witness was Shri Om Prakash Kalhota, Partner of the firm. He stated that they had locked out the estt. on three occasions due to gheraos obstructions by the workers manhandling of the supervisory staff etc. He stated that they had chargesheeted 14 workers during 1978 and had

suspended them. The chargesheet was dropped as the workers apologised for the mistakes. The management had also chargesheeted the workmen during 1980 and had issued warnings to the workmen. The services of the workmen were terminated for wilful insubordination, disobedience, wilful damages to employers property habitual late attendance, absenting from duty without information, riotious or disorderly behaviour and habitual neglect of work etc. These are misconducts under Clause No. 25 of the Certified Standing Orders. A procedure had been provided for taking disciplinary action for misconduct. The procedure provides for enquiry and other principles of natural justices. These procedures were not followed in order to maintain industrial peace. The order of termination was received by the workmen on various dates from 10-2-81 to 12-2-81. The workers were expected to come and take their dues but they did not receive the dues and no money orders have been sent till today. He denied that the workers have been removed for trade union activities. The management produced Shri B. K. Das, Mining Supervisor as a witness. He stated that the labour trouble by the CITU Union started on 28-3-1978. On that date there was a gherao of the Mining in-charge, Shri Niren Mitra. The management declared a lockout as the situation was serious. The workers again gheraoed Shri Om Prakash, Partner of the Firm in March, 1980. The workers also gheraoed Shri Thakural, the Mining in-charge in April, 1980. On 18-12-1980 the nine terminated workmen alongwith others came to the office and abused and threatened the staff. They were demanding immediate payment of bonus. The staff members informed the management that they were afraid of their lives and would not work. This happened on 19-12-80. The management did not make any arrangement for security and locked out the establishment. There has been peace in the establishment since the nine workmen were terminated. The next witness produced by the management was Shri Sudama Pande, son of Jibdhan Pande, supervisor. He also repeated that the workers used to hold meetings in the mines and did not listen to the advice of the supervisor. The workers also indulged in marpit and violent activities. The nine workers whose services were terminated were active workers of the CITU Union.

8. I have gone through the written statements of the parties and the statements of the witnesses. The main contention urged by the management before me was that they having the right to terminate the services of the workmen on giving one month's notice in writing or salary in lieu of such notice as per the conditions of service such termination simplicitor could be for misconduct too. The principles in these matters have been laid down by the Supreme Court in various decisions in Assam Oil Co. Vs. its workmen (1960-I LLJ-587), Utkal Machineries Ltd. V. Shanti Patnaik (1966-I LLJ-398), Tata Oil Mills Co. V. their workmen (1966-II LLJ-605), Rai Bahadur Diwan Badri Das V. Industrial Tribunal (1962-II-LLJ-366), Chartered Bank V. Its employees, Union (1960-II-LLJ-222). It has been observed by the Supreme Court that if an order of termination simplicitor of the services of an employee under the terms of contract of service or Standing Order has its basis in alleged misconduct, it is really illegal. The real intention in such cases being to penalise the workmen it is a colourable exercise of power and the Industrial Tribunal would have jurisdiction to intervene and set aside the termination. The form of the order in which the order is couched is never conclusive and the Tribunal can always enquire into the reasons which led to the termination. The employer could defend his action by leading evidence before the Tribunal to show that there was in fact misconduct and, therefore, the action taken was bonafide and was not colourable exercise of powers.

9. In this case the management had alleged that the workmen were guilty of insubordination, disobedience, wilful damage to employer's property, habitual late attendance, absence from duty without information, riotious or disorderly behaviour etc. The management has not been able to prove the alleged misconduct as they did not produce the records of attendance to show late attendance. Moreover the workmen were not issued any letters in 1980 or 1981 alleging the misconducts. The services of the workmen have been terminated without chargesheet or enquiry. The management also failed to prove the allegations before me. It has been proved by the Union that the workers were indulging in bonafide trade union activities. Joining a Trade Union is a funda-

mental right guaranteed to every citizen. In the circumstances I hold that the order of termination amounts to victimisation for trade union activities. The nine terminated workmen are the executive members of the CIU Branch Union, and their services were terminated to suppress the union activities. I feel that it is proper to order reinstatement of the nine workmen. As regards back wages the union has not made out any case for payment of full back wages. However, I feel that the workers have undergone hardship during the period of illness, and should be compensated to some extent. In my opinion payment of an amount of Rs. 600 (six hundred) to each workman would meet the end of justice.

10 In the result the management have to reinstate all the nine workmen and pay Rs. 600 each to them. The period from the date of termination upto the date of reinstatement will be treated as *dies non* i.e. the workers will be entitled to continuity of service & other benefits but not wages. The workers should be reinstated within 10 days from the date the award becomes enforceable under the Industrial Disputes Act, 1947.

11 Award is passed accordingly

O P GUPTA, ARBITRATOR  
Under  
Section 10-A of the I D Act, 1947  
[No. L 29012/25/81 D III (B)]

**S.O. 2777.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission, Bombay Offshore Project, Bombay and their workmen, which was received by the Central Government on 7th July, 1982.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL No. 2, BOMBAY**  
**Reference No. CGIT 2/1 of 1981**

**PARTIES.**

Employers in relation to the management of Oil and Natural Gas Commission, Bombay Offshore Project Bombay,

**AND**  
Their Workmen

**APPEARANCES.**

For the Employers—Shri Ishwar K. Ramakhiani, Authorised Representative.

For the Workmen—No appearance.

**INDUSTRY** Oil Fields **STATE :** Maharashtra  
Bombay, dated the 21st June, 1982

**AWARD**

By their Order No. L 30011(8)/80-D III(B), dated 15.1.1981 Central Government has referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act following dispute viz.,

“Whether the action of the management of Oil & Natural Gas Commission, Bombay Offshore Project, Bombay in denying overtime payment to Foremen Grade II employed in different sections viz. Mechanical, Technical etc. is justified? If not, to what relief they are entitled to?”

2 Although the Union representing the workmen concerned viz. Foremen Grade II must have evinced interest at the initial stage when the Reference came to be made, from the time this Tribunal was seized with the matter, neither any Foremen nor any Union espousing their cause had come forward to file statement of claim though the record speaks,

at some stage of the matter, somebody on their behalf was physically present. Even a case was taken to see that any body from the Foremen's grade can come forward to agitate on behalf of the said category, by displaying a notice on the Notice Board of the establishment dated 19-5-1982 but none has come forward and it is not known as to why the enthusiasm has ebbed away. This might be because of the technical difficulties in the path of these Foremen to claim overtime or it may be that they have got their own other difficulties, but the record speaks that they have allowed the matter to proceed in absentia.

3 The management however by their written statement have raised several contentions viz. firstly that the Foremen Grade II on whose behalf the present Reference is being made are not workmen coming within the ambit of the said word as defined in the Industrial Disputes Act. Secondly it is contended that the Central Government in exercise of their powers under Section 83 of the Mines Act having granted an exemption by framing Rule No. 46 of the Mines Rules and also by Notification No. SO 3699, the Foremen Grade II no longer claim any overtime and therefore, no question of grant of overtime can arise. In this connection I was given to understand that as the venue of operation where the work of Mining is undertaken is in the sea far away from the shore, the work is so arranged that for 14 days the employees working on the platform are required to work for 12 hours a day but for remaining 14 days in the month they are given a complete holiday in the sense are brought to the shore and are not required to work for any time during the next half of the month. It was, therefore, urged that because of the exigencies of the work there cannot be any overtime even if the employees work there for 12 hours a day, they being compensated in full, being given a off for the subsequent 14 days.

4 Although there is no pleading on behalf of the workmen i.e. Foremen Grade II, since the dispute has been referred for adjudication and since certain facts and questions of law have been pleaded by the management in the written statement, the merely saying Foremen Grade II and Union absent would not do but dispute shall have to be decided in the light of what has been urged on behalf of the management and the issues which have been framed shall have to be suitably answered.

5 The issues which arise for consideration and as already framed and findings thereon are as follows —

Issues	Findings
1 Whether the Foremen Grade II is a workman as defined under the Industrial Disputes Act? Or he carried out supervisory duties as contended by the Opponent?	No, Yes
2 Whether the Tribunal can pass any award in view of the exemption granted by the Central Government under the Mines Act and Rules framed thereunder?	No
3 Whether the Union proves that the Foremen Grade II are required to work overtime at Bombay? If yes, whether they are entitled to overtime payments?	Yes, No
4 What would be the effect of denial of overtime payment to similar category placed at other places?	Nil

**REASONS**

6 What is contended on behalf of the opponent is that apart from deeming position as laid down by the Central Government in exercise of the powers conferred under section 83 the Act and the exemption granted thereunder, even by virtue of nature of the duties performed by these Foremen Grade II viz. supervisory duties, they cannot come under the definition of a workman as defined in Section 2(s) Clause 4 of the Industrial Disputes Act where those who carry on the duties in supervisory capacity and draw wages exceeding Rs. 500 per mensem are totally excepted from claiming the benefits under the term “workman”. I was given to understand that the Foremen Grade II draw wages considerably higher than Rs. 500 p.m. and further that they perform merely supervisory duties and none as to bring them under the definition of the term workman. This was a factual issue or

defence raised on behalf of the opponent and therefore, it was incumbent on the Union or Foremen Grade II to file statement of claim or adduce sufficient evidence enunciating the nature of the duties performed by these class of employees, which they failed to do with the result that the plea of the opponent that Foremen Grade II performs supervisory duties and draw wages more than Rs. 500 p.m. has remained unchallenged and, therefore, their being no reason to disbelieve the said version or discard it, even on the factual aspect of the case, the Reference must fail because these Foremen Grade II cannot invoke the various provisions of the Industrial Disputes Act, which condition is a must before the adjudication is undertaken.

7. Even the various provisions of the Mines Act which certainly would be attracted in the light of the nature of the work undertaken at the place of the work strengthen the plea of the opponent. Section 30 and 31 of the Mines Act, 1952 lay down the hours of work while Section 33 speaks of the extra wages for overtime. Since all the work is above ground though the Reference was made to Section 31, the provisions thereto may not be attracted here and the case will be restricted to Section 30. Now in the case of supervisory staff Section 37 of the Mines Act has categorically excluded Section 30 from its operation or application to the supervising staff. If, therefore, assuming that there was some extra work performed by the Foremen for one reason or other if Section 30 is not attracted, much less would be Section 33 and without these two provisions, Foremen Grade II performing the supervisory duties would not be allowed to come forward to claim overtime allowance.

8. The Central Government has not left it to the proof of nature of duties performed by particular class of employees particularly the Foremen but they have framed Rule 46 under the Mines Rules 1955 whereby for the purpose of Section 37 the Foremen shall be deemed to have been the persons holding the position of supervision or management and if, therefore, they are to be deemed to be holding such position, assuming that the proceeding lacks proof in this connection, still the Foremen Grade II would not be allowed to claim the benefits of the term "workmen" since they are holding the supervisory capacity and as such on this count also the Reference on behalf of this class of employees shall fail. In exercise of the powers under Section 83(i) the Central Government has issued a Notification exempting the persons defined in Rules as holding position of supervision from the provisions under Section 33 etc. Therefore, when the Rules are combined with the exemption granted by the Notification the copy of which is brought on record and when they are conjunctively read with the other provisions of the Mines Act already referred to, no other conclusion than to hold that the Foremen Grade II are not entitled to any overtime allowance is possible and if, therefore, there is any denial of overtime, the said act of the management must be held to be justified and as such later part of the Reference cannot arise. Since no relief would be permissible.

Hence order.  
Reference rejected.  
No order as to costs.

M. A. DESHPANDE, Presiding Officer  
[No. L-30011(8)/80-D.III(B)]  
SHASHI BHUSHAN, Under Secy.

New Delhi, the 8th July, 1982

**S.O. 2778.**—In pursuance of Section 17 of the Industrial dispute between the employer in relation to the management hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Bagdigi Colliery of Messrs Bharat Coking Coal Limited, under their General Manager Lodna Area, At and Post Office Lodna, District Dhanbad and their workmen, which was received by the Central Government on the 2nd July, 1982.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) DHANBAD**

**Reference No. 47 of 1981**

In the matter of an industrial Dispute under S.10(1)(d) of the I.D. Act, 1947.

## PARTIES :

Employers in relation to the mangement of Bagdigi colliery of Messrs Bharat Coking Coal Limited under their General Manager, Lodna Area, At and Post Office Lodna, District Dhanbad and their workmen.

## APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate.

On behalf of the workmen—Shri M. Mannan Mallick, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, 28th June, 1982

## AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/89/81-D.III(A) dated 2nd July, 1981 has referred this dispute to this Tribunal for adjudication under the following terms.

## SCHEDULE

"Whether the action of the management of Bagdigi colliery of Messrs Bharat Coking Coal Limited under their General Manager, Lodna Area, At and Post Office Lodna, District Dhanbad in refusing to permit Shri Nanku Ram, Heavy, Tindal to Voluntary retire from service under the Voluntary Retirement Scheme dated the 29th January, 1979/20th February, 1979 is justified? If not, to what relief is the concerned workman entitled?"

2. The simple case of the workman is that he applied to retire from service under Voluntary Retirement Scheme and exercised his option for employment of his dependent son. The management turned down his petition on the plea that he has crossed the age limit for making an application for his retirement and employment of his son.

3. Under the Voluntary Retirement Scheme an option for retirement and appointment of a dependent has to be exercised within the age limit of 45 years and 56 years. The year of birth of the concerned workman Shri Nanku Ram is recorded to be 1921. The identity card however shows the year of birth to be 1923. This is an admitted position. The case of the concerned workman is that none of these dates are correct and when he applied voluntary retirement he was below 56 years of age.

4. The case of the management is that the B form register of 1971 shows the age of the concerned workman as 51 years and so the date of his birth must be in the year 1920. The identity card register shows the year of his birth to be 1921. According to the management there is a second identity card issued to him on account of his transfer from Jeenagora Colliery to Jayrampur colliery and the year of his birth is shown to be 1923. The management's plea is that the concerned workman applied under the scheme when he had crossed the age of 56 years. According to the management the concerned workman is not entitled to any benefit either on voluntary retirement or of any employment of his son.

5. The management has examined MW-1 Shri Hrishkesh Banerjee. He was working in Jeenagora colliery as clerk since 1945. His evidence is that Shri Nanku Ram was first appointed in Jeenagora colliery on 8-10-73. In the identity card register, SI No. 47 concerning him has been marked. Ext. M1. The entry No. 256 of Form B register has been marked Ext. M2. The witness has said that on 8-10-73 the concerned workman was transferred from Jeenagora colliery to Jayrampur colliery.

6. MW-2 Shri Mahesh Prasad was Personnel Officer from November, 1972 to September, 1977. During his time the quarry workers working in under the contractors were taken into employment of the management by virtue of the settlement. Ext. M3. In 1980 the witness was the Senior Personnel Officer at Bagdigi colliery. In the last pay certificate issued to Shri Nanku Ram on account of his transfer from Jayrampur to Bagdigi colliery, the year of birth was shown to be 1923. With regard to Ext. M1 which also bears his signature, he has said that the year of birth was recorded as

1921. The witness has proved Ext. M4 a circular issued by the General Manager(P) in respect of voluntary retirement scheme. The application of Shri Nanku Ram, the concerned workman under this scheme proved by him is Ext. M5. Asharam the son-in-law of Nanku Ram sought appointment in place of Shri Nanku Ram in his application marked Ext. M6. Nanku Ram in his application for retirement has mentioned his year of birth to be 1923. The witness has said that accordingly the year of birth should be 1923 Shri Nanku Ram applied for retirement after he passed 56 years of age.

7. The application for retirement of the concerned workman is dated 29-3-80. Calculating from the year 1923 the concerned workman was about 57 years of age when he made this application. The form on which the application was made shows that the applicant should not be beyond the age of 56 years. The application was therefore not in order and the management refused to entertain it. The management however has said that 1923 is a mistake committed by the office at the time of his transfer in the last pay certificate issued to him with the results that in the subsequent identity card 1923 was mentioned as the date of birth. We need not go into the question for the very simple reason that even according to 1923 being the year of birth of the concerned workman the management could not grant him any relief as he had crossed the age limit of 56 years. On behalf of the workman however it has been stated that a grave injustice has been done to the concerned workman because he has been made to retire on the basis of the year of birth recorded in form B register and identity card register to be 1921. What is meant to be said is that the management from the above records have shown that his age was 1923 and so he should not have been retired on the basis of the age recorded in Form B register which shows the year of birth 1921. Shri B. Joshi, Advocate appearing on behalf of the management has said that this is a matter for which the concerned workman has to approach the management for consideration. What he means to say is that because of the fact that in the management's own document the workman has been shown to have born in 1923. It may be a point in his favour which the management may consider. Now, this being the position as I gather from the statement made before me by both the sides I have no occasion to say anything about it.

8. In the result I hold that the action of the management of Bagdigi colliery of Messrs Bharat Coking Coal Limited under their General Manager, Lodna, Area, At and Post Office Lodna, District Dhanbad in refusing to permit Shri Nanku Ram, Heavy Tindal to voluntary retire from service under the Voluntary Retirement Scheme dated the 20th January, 1979/20th February, 1979 is justified. Consequently, the concerned workman is not entitled to any relief.

This is my award.

Sd/-

J. P. SINGH, Presiding Officer  
[No. L-20012(89)/81-D.III(A)]

New Delhi, the 12th July, 1982

**S.O. 2779.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Industry Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad, and their workmen, which was received by the Central Government on the 6th July, 1982.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) DHANBAD

Reference No. 27 of 1981

In the matter of an industrial dispute under S. 10 (1) (d) of the I.D. Act, 1947.

#### PARTIES :

Employers in relation to the management of Industry colliery of Messrs Bharat Coking Coal Limited, Post office Dhansar, District Dhanbad and their workmen.

447 GI/82—8

#### APPEARANCES :

On behalf of the employers : Shri B. Joshi, Advocate.

On behalf of the workmen : Shri D. Narsingh, Advocate

STATE : Bihar INDUSTRY: Coal

Dhanbad, 30th June, 1982

#### AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012 (192)/80 dated 19th May, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

#### SCHEDULE

"Whether the demand of the workmen of Industry colliery of Messrs Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad (mentioned in the annexure) for payment of wages as per the National Coal Wage Agreement and for continued employment from the date appearing against each is justified? If so to what relief are the said workmen entitled ?

#### ANNEXURE

Name	Date of stoppage
1. Shri Ibrahim Mian	26-11-79
2. Shri Israfil Mia	28-5-80
3. Shri Ramyodhya Singh	26-11-79
4. Shri Ram Vijai Singh	28-5-80
5. Shri Kumar Rajwar	26-11-79
6. Shri Mazid Ansari	28-5-80
7. Shri Nareish Saw	28-5-80
8. Shri Sudama Bauri	2-3-80
9. Shri Arbind Kumar Singh	28-5-80
10. Shri Ram Lal Rajwar	26-11-79
11. Shri Rajkishore Rajbhar	2-3-80
12. Shri Beso Bauri	28-5-80
13. Shri Madan Mohan Thakur	28-5-80
14. Shri Jewahar Mia	2-3-80
15. Shri Sohan Lohar	2-3-80
16. Shri Chhot Lal Rezak	26-11-79
17. Shri Ram Fukar Singh	26-11-79
18. Shri Nageshwar Bhuiya	26-11-79
19. Shri Issaque Mian	2-3-80
20. Shri Kulbans Yadav	2-3-80
21. Shri Imrahuddin Mian	2-3-80
22. Shri Ramchand Sharma	2-3-80
23. Shri Shantilal Lohar	2-3-80
24. Shri Samreshwar Prasad	26-11-79
25. Shri Sagar Rai	2-3-80
26. Md. Abbas	1-4-79
27. Shri Sheelam Ansari	26-11-79
28. Shri Nageshwar Vishkarma	2-3-80
29. Shri Jhurr Mian	28-5-80
30. Shri Kalipada Roy	2-3-80
31. Shri Ramnareish Mahato	26-11-79
32. Shri Rajen Prasad Sinha	26-11-79
33. Shri Ram Nareish Singh	2-3-80
34. Shri Madan Gopal Singh	2-3-80
35. Shri Ramrup Singh	2-3-80
36. Shri Leena Lohar	2-3-80
37. Shri Tusar Kant Sinha	2-3-80
38. Shri Brahmeo Vishkarma	2-3-80
39. Shri Bansi Behar	26-11-79
40. Shri Rajkishore Vishkarma	2-3-80

Name	Date of Stoppage
41. Shri Basudeo Vishkarma	2-3-80
42. Shri Mohan Singh	28-5-80
43. Shri Nageshwar Ram	2-3-80
44. Shri Sitaram Lohar	2-3-80
45. Shri Deonandan Saw	2-3-80
46. Shri Narayan Bauri	28-5-80
47. Shri Hinsonji Bhu	28-5-80
48. Shri Rameshwar Prasad	2-3-80
49. Shri Rajjo Mohato	28-5-80
50. Shri Jagdish Lohar	28-5-80
51. Shri Sankar Ram	28-5-80
52. Shri Mahadev Yadav	28-5-80
53. Shri Parmeshwar Thakur	28-5-80
54. Shri Damodar Yadav	28-5-80
55. Shri Noval Kishore Pd. Singh	28-5-80
56. Shri Hari Prasad Saw	2-3-80
57. Shri Mohan Yadav	2-3-80
58. Shri Binod Roy	26-11-79
59. Shri Pardeshu Manjhi	26-11-79
60. Shri Kedar Thakur	26-11-79
61. Shri Suresh Prasad	26-11-79
62. Shri Doman Yadav	26-11-79
63. Shri Behari Saw	28-5-80
64. Shri Harsan Vishkarma	26-11-79
65. Shri Pundeo Lohar	1-4-79
66. Shri J. hi. Mi n	28-3-80
67. Shri Suraj Prasad	26-11-79
68. Shri Rajendra Saw	24-12-79
69. Shri Indradeo Pandey	1-4-79
70. Shri Joha Munchi	26-11-79
71. Shri Upenda Singh	28-11-79
72. Shri Badri Bhari	26-11-79
73. Shri Rohan Birhe	26-11-79
74. Shri Awadhesh Sharma	26-11-79
75. Shri Ismail Mi n	26-11-79
76. Shri Rameshwar Thakur	2-3-80
77. Shri Md. Azad Mi n	1-4-79
78. Shri Krip Sankar Sharma	26-11-79
79. Shri Lal Bahadur Singh	26-11-79
80. Shri Ashok Prasad	1-4-79
81. Shri Jaleswar Rai	26-11-79
82. Shri Kuldeep Lohar	26-11-79
83. Shri Ujjwal Kumar Moohanta	26-11-79
84. Shri Sibnandan Vishkarma	2-3-80
85. Shri Harihar Lohar	26-11-79
86. Shri Sahadeo Mondal	2-3-80
87. Shri Gupteshwar Vishkarma	2-3-80

2. The annexure to the schedule of the reference will show names of 87 workmen as also the date of stoppage of their work. The case of the workmen is that they were permanent workmen of Industry colliery and the stoppage of their work from varying dates is illegal and unfair labour practice. This dispute was raised when the management did not consider their representation for reinstatement. The main reason for stoppage of work is that they were underpaid workers getting Rs. 5/- per day. This according to them this was much less than the wages of general mazdoors who are in category I of the wage board recommendation. At the stage of conciliation by the Assistant Labour Commissioner (C) Dhanbad the management disclosed for the first time that they were men of contractors who were engaged by the colliery to do certain type of works, which do not require employment of permanent workmen. The workmen alleged that they were never men of contractors. In their written statement the workmen have said that in terms of the reference they have not to be adjudged as the workmen of the colliery and the only question which has to be decided is as to whether they are

entitled to payment of wages as per National Coal Wage Agreement and also for continued employment from the date of their stoppage of work.

3. The management, on the other hand, has alleged that only 32 out of 87 worked on some days under the contractor and that they were never treated as workmen of the colliery. With regard to the remaining 55 workmen it has been alleged that they never worked in the colliery at any time during the entire period of 1979 and upto May, 1980.

4. The management has proved Ext. M1 which is Form B register, Ext. M2 to M2/6 are identity card register. Ext. M3 series are attendance registers concerning all the pits and inclines, Exts. M4 to M4/2 is a summary indicating the names of persons working with the different contractors at different times. The cap lamp register is stated to have been taken away by the Labour Enforcement Officer and the receipt given by him is Ext. M5, Ext. M6 is a file containing works order.

5. The management examined Shri B. K. Singh, MW-1 who has been working since 1977 as Personnel Officer. He has proved documents such as Form B register, identity card register and attendance register. According to his evidence the concerned workmen were never permanent workmen of the Industry colliery and out of 87 workmen, 55 persons name do not appear in any of the attendance registers. Out of the persons whose names appear in the attendance registers, the attendance varies from 2 days to 159 days during the entire period of dispute. The witness has said that the cap lamp register could not be produced in this court because the Labour Enforcement Officer had taken away cap lamp register. As the same was required to be filed in this court he went to the office of the Labour Enforcement Officer and found several interpolations in the register and so did not take them back. This was by way of explanation as to why the cap lamp register has not been produced. I must point out here that the case of the workmen is that since they were put to underground work they could not go inside the mine without the cap lamp and therefore this register would show the issue of cap lamps to them. The same was not produced in this court on the plea that the office of Labour Enforcement Officer made several interpolations on the same to suit the case of the workmen.

6. MW-2 Shri G. V. Dhurde had been Superintendent-cum-Agent of Industry colliery since 9-5-78 and he became the Deputy Chief Mining Engineer of the Industry colliery in May, 1982. He has named contractors viz. S/Shri Ismail Mia, Hari Sao, Ishaque Ansari, Mahesh Singh, S. N. Khan and Rahman Ansari. S/Shri Ismail Mia and Ishaque Ansari used to do work of masonry, such as ventilation stopping, isolation stopping, foundation work and white washing underground. These works according to him occur in the course of 2 to 5 years when contractors are engaged to do the work. S/Shri Hari Sao Rahman Ansari and S. N. Khan are contractors for stone works which occur from time to time. In his evidence he has explained as to how the works are needed by the colliery from time to time for which the contractors are engaged.

7. WW-1 Shri Narayan Bauri is the only person examined on behalf of the concerned workmen. His evidence is simple. He has spoken about the payment of the daily rate of Rs. 5/- and the payments were made sometimes fortnightly and sometimes monthly. He has spoken about the demand of proper wages. He has admitted that he or any of the concerned workmen did not receive any appointment letter nor identity card. They were never members of Provident fund and they did not get any other emolument admissible to the workmen of the colliery beyond Rs. 5/- as fixed rate. No document was filed on behalf of the workmen. The file concerning the industrial dispute raised before the Assistant Labour Commissioner (Central) Dhanbad called for on behalf of the workmen and is on the record from which reference has been made in the course of argument.

8. The documents and the evidence adduced on behalf of the management would go to show that the management used to appoint contractors for doing certain works in the colliery in which the concerned workmen were engaged.

Of course, the management has said that 55 out of 87 concerned workmen were never engaged by the contractors. For this purpose the management depend upon the attendance register filed in this court. The details of the workmen have been given in the summary, Ext. M4 to M4/2. The simple case of the management is that the concerned workmen were never regular employees of the colliery and they were men engaged by the contractors to do certain works for which the contractors were paid. The management was not in a position to say what amount was paid by the contractors to their workmen. On the basis of the evidence adduced in this case there could be no other conclusion except that these concerned workmen were never regular employees of the industry colliery and they were labourers of the contractors.

9. The union of the concerned workmen viz. Rastriya Colliery Mazdoor Sangh had fought the first round of battle before the conciliation officer. The stand taken there was that even if the concerned workmen were held to be contractors men, the decision of Hussain Bhai case as reported in SCLJ-15 Page 112 would make them workmen of the colliery. I may mention here that the conciliation officer was not inclined to recommend adjudication in this case because apparently the workmen had no case. But on account of Hussain Bhai case the Government of India wanted the position to be examined and on the basis of the same adjudication was recommended by the conciliation officer. Shri D. Narsingh, Advocate appearing on behalf of the workmen has mainly relied upon this decision. According to him the colliery could not engage contractors for doing the job because the Contract Labour (Regulation of Employment) Act as a bar. Now whatever the position might be the workmen had gone to work under the contractors in the industry colliery. The work further had been underground and admittedly there are essential works like use of the structures are prepared such as ventilation stopping, isolation stopping foundation works, etc. the mine work could not be done. Shri Narsingh has said that these concerned workmen were working for the colliery and were paid by colliery and the so-called contractors may be name lenders in order to payment of proper wages to the concerned workmen. I have to agree that this law is applicable to these concerned workmen also which give them a right for continued employment.

10. With regard to the point raised by the management that only 55 persons out of the list of 87 had not at all worked in the colliery, we have a very important letter of Assistant Labour Commissioner (C) Dhanbad. I would better like to reproduce this letter which runs as follows.

Government of India

MINISTRY OF LABOUR

Office of the Regional Labour Commissioner (Central)

Dhanbad

No. I/97/79-D.5 Dated the 1st December, 1980

To

The Regional Labour Commissioner (Central)

Dhanbad.

Subject : I.D. in Industrial colliery over alleged illegal and unjustified stoppage of work of Shri Ibrahim Mia and 82 others with effect from 15-3-1979.

Ref : Dy CLC(C) New Delhi Memo No. Con. III/306(4)/80 Dated 23-9-1980.

Sir,

Your kind attention is invited on the above memo under reference addressed to you with a copy to the ALC(C), Dhanbad-II.

As directed by you I have inquired the matter both from management and union. The management could not produce any Register in connection of these workmen. However, we

could lay hands on Can Lamp Issue Register from 1976 to 1979 of the Colliery. After checking these registers it is seen that the workmen in dispute have been issued Can Lamp during the period from May, 1976 to May/June, 1979 to the extent of 150 to 200 days in a year. These workmen stated to have been employed in cleaning, Tyndle work carrying the materials etc. and other miscellaneous work both underground and surface work. It has also been ascertained that these workmen were employed by Contractors and these labourers were being paid by those contractors. New the above jobs are to be performed mainly by Department labourers in the colliery as well as some time by Contractors labourers also.

Yours faithfully,

Sd/-

R. SINGH, Asstt. Labour Commissioner

(Central) Dhanbad II

There is a list also appended to this letter mentioning the names of all the 87 workmen and the days for which they worked. This was done by the Assistant Labour Commissioner (C) after full dress of enquiry by him. Now, this being the position it must be held that all the 87 persons mentioned in the annexure to the reference were engaged in one work or the other in the industry colliery. The contention of the management 55 workmen out of the workmen mentioned in the annexure never worked in the colliery is belied by this document. It must be therefore held that all the 87 workmen mentioned in the annexure were working in the industry colliery.

11. In the annexure the date of stoppage of their work has been mentioned and this has not been disputed. So it may be taken as established that the 87 concerned workmen were stopped from work with effect from the various dates mentioned in the annexure.

12. The case of the management has been assailed on behalf of the workmen on the ground that the schedule of the reference assumes these concerned workmen as workmen of the industry colliery, and the management has enlarged the scope of this reference by introducing the question that they were contractors labour. It has been contended that if the status of the concerned workmen as workmen of industry colliery was to be decided in this adjudication, the Government of India would have mentioned in the schedule as to whether the 87 persons mentioned in the annexure were workmen of industry colliery. By various decisions of the Supreme Court it has been clearly held that once the points of dispute are specified in the schedule to the order of reference and the tribunal has to confine its adjudication to those points and matters incidental to them. It is no doubt true that the present reference as it is worded admits of no controversy as to the status of the concerned workmen mentioned in the annexure as workmen of industry colliery. The question as to whether they are actually contractors men cannot be said to be incidental to the main question referred to for adjudication. The latest decision on this point in reported in XI-LLJ(SC) Page 218. This is a decision of Fire Stone & Rubber Company of India Ltd. and their workmen. It is apparent that the point on which the management has led evidence to defeat the claim of the workmen is not covered by the reference. On this score alone the case of the management could be rejected. But as it is I have gone through the case from that view also because evidence has been led and I have come to a decision that applying the principle of Hussaini Bhai case, the concerned workmen have to be held as workmen of industry colliery.

13. There is an averment in the written statement of the workmen that they should be placed in category I of the wage board recommendation as general minders. This is the least that they could demand in view of the fact that they are workmen of colliery. They are further entitled to continuous service.

14. Having considered all aspects of the case I have to hold that the demand of the workmen of industry colliery of Messrs Bharat Coking Coal Limited, Post office Dhanbad District Dhanbad (mentioned in the annexure) for payment



of wages as per National Coal Wages Agreement and for continued employment from the date appearing against each is justified. With regard to the relief I have to say that these workmen have not worked from the dates of stoppage and from the point of view of the management they were considered to be contractors men. I am conscious of the fact that it is virtually by operation of law that these concerned workmen have to be regarded as workmen of the colliery. In this view of the matter although their reinstatement on the jobs which they were doing prior to the stoppage of work would be deemed to have continued, they will not be entitled to any back wages.

This is my award.

J. P. SINGH, Presiding Officer  
Central Govt. Industrial Tribunal,  
(No. 2), Dhanbad.  
[No. L-20012(192)/80-D.III(A)]

**S.O. 2780.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Bhowra Colliery of Messrs Bharat Coking Coal Limited, Post Office Bhowra, District Dhanbad and their workmen, which was received by the Central Government on the 5th July, 1982.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL (NO. 2) DHANBAD**

**Reference No. 21 of 1981**

In the matter of an industrial dispute under S. 10 (1) (d) of the I. D. Act, 1947.

**PARTIES :**

Employers in relation to the management of Bhowra Area of Messrs Bharat Coking Coal Limited, At and Post office Bhowra, District Dhanbad and their workmen.

**APPEARANCES :**

On behalf of the employers—Shri R. S. Murthy, Advocate.  
On behalf of the workmen—Shri Lalit Burman, Secretary, United Coal Workers Union, Dhanbad.

**STATE :** Bihar. **INDUSTRY :** Coal.

Dhanbad, 29th June, 1982

**AWARD**

This is a reference under S. 10 of the I. D. Act, 1947. The Central Government by its order No. L-20012/267/80-D.III (A) dated 14th April, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

**SCHEDULE**

"Whether the action of the management of Bhowra Colliery of Messrs Bharat Coking Coal Limited, At and Post office Bhowra District Dhanbad in effecting a change in the conditions of service of the Register clerks, Winding Engine Khalasis (Drivers) and Fan Khalasis, whose names are mentioned in the Annexure below, with effect from 1st February, 1980, after giving notice under Section 9A of Industrial Disputes Act is justified. If not, to what relief are the workmen entitled ?"

**ANNEXURE**

**REGISTER CLERKS**

1. Shri N. K. Mukherjee.
2. Shri N. C. Khanna.
3. Shri J. B. Choudhury.

4. Shri R. S. Sharma.
5. Shri K. C. Sharma.
6. Shri S. C. Upadhyaya.
7. Shri G. Mukherjee.
8. Shri N. Chakraborty.
9. Shri P. B. Patnaik.
10. Shri G. N. Mishra.
11. Shri K. N. Misro.
12. Shri O. P. Goutam.
13. Shri B. Singh.
14. Shri R. P. Singh.
15. Shri B. D. Mukherjee.
16. Shri R. C. Banerjee.
17. Shri R. Singh.
18. Shri R. Mahanti.
19. Shri G. D. Sharma.
20. Shri R. D. Mishra.
21. Shri Ganesb Mukherjee.
22. Shri R. B. Das.
23. Shri B. K. Sinha.
24. Shri P. C. Mazumdar.
25. Shri Bhulanath Singh.
26. Shri R. B. Thakur

**WINDING ENGINE KHALASIS**

1. Shri Lalan Mahato.
2. Shri Fakir Mahato.
3. Shri Chatu Mahato.
4. Shri Md. Hussain.
5. Shri Manshu Mahto.
6. Shri Khuda Box.
7. Shri Muroli Kumhar.
8. Shri Banshi Mahato.
9. Shri Gaffur Mia.
10. Shri Ram Kirit.

**FAN KHALASIS.**

1. Shri Sudarshan Singh.
2. Shri S. K. Das.
3. Shri Munilal Dusad.

There are three sets of workmen as mentioned in the annexure to the schedule of this reference. In the first annexure there are 26 register clerks who are also doing the work of attendance clerk. In the second annexure there are 10 winding engine khalasis and in the third annexure there are 3 fan khalasis. With regard to the register keepers the case of the workmen is that their duties are defined in the Regulation 57 of Coal Mines Regulation, 1957. These register keepers used to maintain registers of attendances of their respective shift. They were required by the management to maintain cap lamp registers and for this additional work they were getting additional remuneration equivalent to six days basic wages per head per month. Subsequently, the management put in an extra column in form C attendance register for entering the number of cap lamps issued to each workman of the shift. With effect from September, 1975 the payment of additional remuneration equivalent to six days basic wages per head per month had been stopped by the management. Similarly, the winding engine khalasis are competent persons under Regulation 51 of the Coal Mines Regulation. In addition to their statutory duties the management directed them to operate electrical switches on the switch board installed at a distance from the pit mouth. For this purpose the management paid them remuneration equivalent to four days basic wages per day per month. Though these workmen continued to perform the extra job, the management stopped payment of extra remuneration with effect from September, 1975. With regard to fan khalasis the management meted out the same treatment. The job of fan khalasis is defined under Regulation 47 of Coal Mines Regulation. The management directed them to perform the additional work of operating the switches on the switch board installed in the fan house for which they were getting extra remuneration equivalent to



to four days basic wages per head per month. Although the workmen continued to perform the extra job the management stopped payment of extra remuneration to them w. e. f. September, 1975.

3. These workmen filed claim application before the Labour Court No. 3, Dhanbad in 1976 and 1978 for recovery of the extra remuneration which was illegally stopped by the management. Their claims were decided in their favour and the management was directed to pay to the workmen extra wages due to them for the period from September, 1975 to August, 1978. One of the points taken in the order of the Labour Court was that the action of the management amounted to changes in service conditions without service of notice under Section 9A of the I. D. Act. The management carried out the order of the Labour Court in making payment of the dues to the workmen. But the management served notices on the concerned workmen under Section 9A of the I. D. Act with regard to the extra remuneration w. e. f. 1-2-1980. The grievance of the concerned workmen is that the withdrawing of extra remuneration without withdrawing of the extra work is not justified and therefore the management was bound to pay the extra remuneration in spite of the service of notice under Section 9A of the I. D. Act. The union of the concerned workmen first protested with the management and then raised an industrial dispute which has led to this deference.

4. The management has admitted the fact of additional work and payment of additional remuneration. The fact that additional remuneration was stopped without stopping additional work w. e. f. September, 1975 is also admitted. The management admitted the claim application filed in the Labour Court No. 3 and the result of the case. The services of notices under S. 9A stopping additional remuneration w. e. f. 1-1-1980 has also been admitted. The management however tried to justify their action on a number of grounds. It has been stated that the local management of the colliery have no authority to grant additional remuneration without sanction of the competent authority. The auditors also brought this irregularities to the notice of the higher management. The second ground is that the local management allowed additional remuneration under pressure, duress and threat of stoppage of work. With regard all the three classes of workers the plea taken is that the additional work which they were required to do did not constitute any extra efforts on the part of the workmen and the work allotted to them could be easily done within their normal hours of duty. It has also been contended that in the coal industry the workers are required to perform some extra jobs without payment of any extra wages. In short, the contention of the management is that in spite of the duties of the concerned workmen defined under Coal Mines Regulation, the management is not forbidden in calling upon them to undertake allied duties at the same place of work. For instance Mining sirdars, overman, mining supervisors, etc. who are statutory personnel under the Regulation perform a number of jobs connected with their work and no extra payment is made to them. It has also been contended that the extra payment allowed to the workmen cannot be said to have become a condition of service for the reason that the volume of additional work is insignificant and also because the payment of additional remuneration has not been sanctioned by the competent authorities.

5. These workmen and the management have brought out their points elaborately in their written statements and rejoinders. We will presently discuss this case in the light of the pleadings of the parties.

6. I must state at the outset that there is no dispute with regard to the facts of the case and parties have concentrated on the question as to whether the stoppage of additional payment by the management is justified. In this respect the onus is on the management to give a proper justification.

7. With regard to the documents we have before us notices under section 9A of the I.D. Act which are Exts. M1 to M4. The management has filed delegation of powers to General Manager, sub-area manager and colliery manager which are Exts. M5. The management has filed Exts. M6 to M8 which are form C registers of shift III II and I.

8. On behalf of the concerned workmen slips, Exts. W 1 to W.3 signed by Shri S. Mishra, Assistant colliery manager has been proved.

9. On behalf of the workmen, WW.1 Shri A. N. Chakravorty has been examined. He is a register clerk-cum-attendance clerk in Bhowra South colliery. He has presented the case of the register clerks. WW.2 Shri B. D. Mukherjee is an attendance clerk of Bhowra North colliery. WW.3 Shri Lalan Mahato is a winding engine khalasis (driver) of Pit No. 4 of Bhowra South colliery. WW.4 is Shri Sudarsan Singh a fan khalasi. He has presented the case of fan khalasi. On 16-7-1981 he was transferred as underground munshi.

10. The management on the other hand examined MW.1 Shri S. K. Banerjee, manager, Bhowra South colliery. His evidence is that the total number of workers in Bhowra South colliery is about 3500 out of which 1200 are on the surface and the rest in the underground. There are six underground mines in Bhowra South colliery and the number of workers in each of them carries from 200 to 400. The workers work in three shifts daily. He has said that cap lamps are required to be issued to the underground workers under the Mines Regulation. According to him in the year 1974 a self servicing scheme in respect of cap lamps were introduced in the colliery. He has said that prior to self servicing system there used to be a lamp issue clerk in the lamp room where the workers used to go for collecting the cap lamps. But under the self servicing system there is no cap lamp issue clerk but a mazdoor is there as before to keep guard on the cap lamps. His evidence is that the workers themselves have to carry collect the lamp from the mazdoor and then come to the attendance clerk to mark their attendances and also to make entry in the attendance register with regard to the cap lamp. For this purpose provision has been made in the attendance register for noting the issue and return of the cap lamps. Under the new scheme there is no cap lamp issue register and also no cap lamp issue clerk. The witness has clarified that under the self servicing system each worker has a separate cap lamp number which he must collect from the cap lamp room. The register keeper-cum-Attendance clerk has the duty to mark the attendance as well as the cap lamp number in the attendance register. The witness has said that the attendance register is maintained in form C group-wise, i. e. for miners, trammers, timber mistries, etc. Accordingly to him the increase in the work load of attendance clerk is very insignificant. He has further said that the attendance clerk has to work for about one hour in the entire shift of 8 hours.

11. The next witness, MW-2 Shri C. K. Rao is the Area manager of Bharat Coking Coal Limited, Area No. 1. Prior to this he was working in Bhowra North colliery as Manager and then as Agent between May, 1973 to March, 1980. His evidence is that there were 4 lamp cabins in Bhowra North colliery. He has further said that when he had been in Bhowra North colliery the attendance clerk used to note down the numbers of lamps issued in form C register. Further there is no cap lamp issue register or cap lamp issue clerk. In 1974 August the system was rationalised and a new system was introduced called self servicing system. In this system every worker used to be provided with a particular cap lamp which is placed at the fixed place in the lamp cabin. The workers are themselves to take the cap lamps allotted to them before going for duty. He has said that although there is no separate column in form C register prior to 1974 to show the lamp number, the attendance clerks were still showing the lamp numbers below the attendance of workers under the modified system. There was no need to keep cap lamp issue register and a cap lamp issue clerks. His evidence is that due to pressure from the workers they started paying 6 days wages to the attendance clerks for filling the additional column of lamp numbers under the new system. His evidence is that when the workers of Bhowra North colliery also pressed for a similar payment they were also paid extra wages. Then he has said about the audit objection raised in respect of extra payment and the system of extra payment was stopped.

12. Shri R. K. Prasad, MW-3 is also on the same point. He also said about the fan khalasis who are required to operate the switches relating to supply of power to underground sections. He has also said that in a quite number of collieries the cap lamp issue numbers are noted in the attendance register but no extra payment is made. He has

proved the Et. M5 which is delegation of powers in BCCL. According to this delegation of power General managers, Mines Supdt. and colliery managers are not competent to sanction any additional payment not covered by the wage structure.

13. Shri M. P. Bilasia, MW-4 is at present the Dy. Chief Personnel Manager posted in the headquarters of BCCL at Karmik Bhawan. He looks after the industrial relations of Eastern Region. His evidence is that sometime in the year 1979 the issue relating to the cap lamp numbers being noted in Form C register was discussed in the co-ordination meeting of BCCL and it was decided that no extra payment should be made to the attendance clerks for noting the issue of cap lamps and their returns. It was found during discussions that some collieries which had adopted the system of entering in form C register the issue and return of cap lamps did not make any extra payment. It was decided that the system of payment of extra wages to the attendance clerks in Bhowra North and South collieries should be abolished. The witness has said that the Sub-Area Manager has no authority to allow extra payment. According to him to extra labour is involved in making the additional entry in the attendance register.

14. Shri Om Prakash Joshi, MW-5 is the Personnel Officer of Madhuband colliery. His evidence is that self servicing system was introduced in Madhuband colliery where the issue and return of cap lamps were noted in the attendance register but no extra payment was allowed to the attendance clerks. He has further said that the attendance clerks never demanded extra wages for the additional work.

15. MW-6 Shri M. Banerjee is Assistant colliery manager of Victoria West Colliery. He has said that in his colliery there is a system of noting cap lamp numbers, issue and returns. He has proved Ext. M6 and M7 in support of the same. His evidence however is that no extra payment is made for this job performed by the attendance clerks.

16. It will appear from the evidence above that there is no specific evidence to the effect that for the extra work done by the attendance clerks the extra payment was made under any pressure or threat of strike. It may be possible that extra payment was insisted on the part of the workmen. The evidence has been led on the point in some other collieries also this system was introduced but no extra payment was made and the evidence goes to show that no demand for extra-payment was also made and refused. Here in the case of Bhowra North and South colliery the management started paying extra wages for the extra work done. It appears from the evidence even on behalf of the management that even during the time of private owners the clerks used to do the statutory functions of issue of cap lamps and marking the attendance of the underground workers. After nationalisation Bhowra North and South collieries continued to that system and in August, 1974 introduced a system that the cap lamp numbers and return were noted in attendance register which is in form C. It is an admitted position that no extra column is intended for this purpose in form C register. The case of pressure on the part of the workmen to achieve extra wages is not fully substantiated. It has been pointed out to me from the notices under S. 9A of the I. D. Act issued to these workmen (Exts. M1 to M4) that the management allowed six hazaries to the register keepers-cum-attendance clerks for recording the cap lamp numbers and 4 hazaries to the winding engine khalasis and four fan khalasis for operating underground switches. In respect of winding engine khalasis and fan khalasis it is admitted that the switches are elsewhere and these workers are to go and operate the switches. There is no specific evidence that they used pressure for getting this extra wages. So this ground taken on behalf of the management that the extra wages were sanctioned because of pressure and threat of strike has neither been established nor can be a good ground.

17. The next ground taken is that the Area General Manager and the officers of the colliery had no power to sanction extra wages and so whatever they did was not warranted by financial rules of BCCL. I do not think that for this reason the workers of the colliery have to suffer. Suffice it to say that the management allowed them the extra wages for the extra work done and so far as the workmen are concerned, this is enough.

18. The third reason given is that the additional work performed by the three types of workmen do not involve much work and could be easily performed in and out of hours of work in each shift. Now the Regulation governing the duties of the concerned workmen go to show that the nature of their duties are arduous. The responsibilities of the duties is so much that they have to be always present at the site of work. It has come out in the evidence that the attendance clerks have to be ready in their cabins during the shift hours in order to check that no person was allowed to go underground without entering his name in the attendance register. Furthermore they are to compile several returns for being sent to the office of the colliery. In the similar way the winding engine khalasis and fan khalasis have to do their jobs as specified in the Regulation. They have been asked to operate the switches lying else where over and above their duties as winding engine khalasis and fan khalasis. The operation of switches are no part of their jobs and according to Shri Lalit Burnman the workmen's representative this work has to be done by the qualified people under the Indian Electricity Rules. Under these circumstances we cannot minimise the importance of the job which they do in order to say that actually for most part of their duty hours they have to sit idle. I need not say that these three types of workers have to be constantly vigilant so that the work in the underground may not be allowed to suffer due to their carelessness. Viewed in this light whatever little time is devoted by them for the extra work assumes significance for which the management allowed extra wages. So this point raised by the management is also not satisfactory.

19. Having dispensed with the reasons given by the management for justifying the action of the management in stopping payment of extra wages I would like to point out one very important feature of case. The object of S. 9A of the I. D. Act is to prevent the management from changing the nature of the service conditions. It means that the workmen cannot be asked to any other work apart from the duties allotted to him without his consent. In the instant case some additional duties were given to these concerned workmen obviously with their consent for which the management allowed them extra wages per month. Now this has been stopped by serving of notice under S. 9A. In this connection I may mention that doing of additional work which they are even now doing has been no part of their job as defined in the various Regulations which I have referred to above. The pure and simple position is that they were paid additional wages for the reason that they did some extra work beyond their normal duties for which they were paid. So, if additional work is still being taken there is no reason why the management should not pay additional wages to them. I have no doubt in my mind that S. 9A of the I. D. Act is not at all applicable in the case like this. By this I mean that while the service conditions have been kept in tact and not disturbed by the management, S. 9A of the I. D. Act does not come into play. In other words the workmen were paid for the reason that they did some extra work and the management could stop the extra work and pay the normal wages. Similarly the workmen could refuse to do extra work and the management could not compel them to do so. The position is that the management is still continuing to take the additional work and therefore they are bound to pay that additional wages as before.

20. Thus having considered all aspects of the matter I hold that the action of the management of Bhowra colliery of Messrs Bharat Coking Coal Ltd. At and Post office Bhowra District Dhanbad in effecting a change in condition of service of the Register clerks, Winding Engine Khalasis (Drivers) and the Fan Khalasis, whose names are mentioned in the Annexure of the schedule, with effect from 1st February, 1980 after giving notice under Section 9A of the Industrial Disputes Act, is not justified. Consequently all the concerned workmen are entitled to their back wages with effect from 1st February, 1980.

This is my award.

T. P. SINGH, Presiding Officer  
[No. L-20012(267)/80-D III(A)]  
A. V. S. SARMA, Desk Officer

New Delhi, the 9th July, 1982

**S.O. 2781.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on the 5th July, 1982.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
CALCUTTA**

**Reference No. 94 of 1980**

**PARTIES :**

Employers in relation to the management of Punjab National Bank

AND

Their Workmen

**APPEARANCES :**

On behalf of Employers—Mr. M. S. Bala, Advocate.

On behalf of Workmen—Mr. T. P. Ghorai, President of the Union.

STATE : W. Bengal.

INDUSTRY : Banking

**AWARD**

By Order No. I-12012/134/79-D.II.A dated 20-9-1980, the Government of India, Ministry of Labour, sent an industrial dispute existing between the employers in relation to the management of Punjab National Bank and their workmen to this Tribunal for adjudication. The dispute as mentioned in the Schedule to the Order of Reference runs as :

“Whether the action of the management of Punjab National Bank, Cuttack Branch in refusing to pay Shri S.K. Ghosh, Peon of the Bank, Special Allowance for Head Peon with effect from 30-1-1975, is justified? If not what relief is the workman concerned entitled?”

2. The case is taken up today out of turn at the request of the Parties who appeared before me and submitted that the case was compromised out of Court and they have submitted the settlement. I have gone through the said settlement and I find the same to be fair, reasonable and for the benefit of the parties. I accept the same.

3. An award is therefore, passed in terms of the compromise petition which will form part of this Award and is marked with the letter Annexure “A”.

Dated, Calcutta,

The 28th June, 1982.

M. P. SINGH, Presiding Officer  
[No. L-12012(134)/79-D.II(A)]

**ANNEXURE “A”**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL,  
TRIBUNAL, CALCUTTA**

In the matter of :

**Reference No. 94 of 1980**

AND

Government of India

**Reference No. L-12012/134/79-D.II.A**

Dated 20th September, 1980

AND

In the matter of :

Punjab National Bank

AND

Their workmen.

AND

In the matter of :

Shri S. K. Ghosh working as Peon at Cuttack Branch claiming Head Peon's Allowance.

**THE HUMBLE JOINT PETITION OF BOTH PARTIES  
MENTIONED ABOVE**

Most Respectfully Sheweth :

I. The Government of India referred the following issue :

Whether the action of the Punjab National Bank, Cuttack Branch in refusing to pay Shri S. K. Ghosh, Peon of the Bank, Special Allowance for Head Peon with effect from 30-1-1975 is justified? If not, to what relief is the workman concerned entitled? For adjudication by this Honble Tribunal.

II. The parties above named have mutually settled the above dispute on the following terms :—

(1) That Shri S. K. Ghosh will be paid the allowance payable to a Head Peon with effect from 30th May, 1980 in lieu of the allowance payable to a Bill Collector which he is drawing.

(2) That this Settlement is in full and final settlement of the dispute referred to this Hon'ble Tribunal.

III. The parties pray that the Hon'ble Tribunal may be pleased to pass an award in terms of the above settlement.

For and on behalf of

Punjab National Bank, Cuttack

Sd/-

(M. S. BALA),  
Bank's Advocate.

Signature of the authorised  
representative of the workmen

Sd/-

(T. P. GHORAI)

Calcutta,

Dated 26th June, 1982

**S.O. 2782.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Central Bank of India, Indore, and their workman, which was received by the Central Government on the 3rd July, 1982.

**BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M. P.)**

**Case No. CGIT/LC (R) (12)/1982.**

**PARTIES :**

Employers in relation to the management of Central Bank of India, Indore and their workman Shri Ramesh Guru of Khandwa Branch represented through the M. P. Bank Employees Association, City Post Office Building, Prince Yeshwant Road, Indore (M. P.)

**APPEARANCES :**

For Workman—Shri L. N. Malhotra, Advocate.

For Bank—Shri Rajendra Menon, Advocate.

INDUSTRY : Bank

DISTRICT : Indore (M. P.)

**AWARD**

Date: June 28th, 1982

The following dispute was referred to this Tribunal for adjudication by the Central Government in the Ministry of Labour, New Delhi, vide Notification No. L-12012/315/80-D. II(A) Dated 30th January, 1982 :—

“Whether the action of the management of Central Bank of India in relation to its Branch at Khandwa in not agreeing to pay 1/3 of wage scale to Shri

Ramesh Guru, Part-time workman, as provided in the First Bipartite Settlement dated 19-10-1966 is justified? If not, to what relief is the workman concerned entitled and from which date?"

2. Briefly stated the facts, as they appear from the statements of claims filed by the parties, are as under :—

Shri Ramesh Guru, hereinafter referred to as the workman, is a Part Time employee of the Central Bank of India at Khandwa. He is a member of the M. P. Bank Employees Association which is a registered Trade Union. According to him, his service conditions are covered by the Memorandum of Settlements dated 19-10-1966, 12-10-1970 and 1-8-1979.

3. The workman claims that the total number of normal working hours per week during which he works exceed 12 hours from 1-1-1975 and according to paragraph 4-5 (B) of the first settlement dated 19-10-1966 he is entitled to receive 1/3rd of the wage scale with proportionate annual increments. As against this entitlement, the Bank's management is paying him only Rs. 50 P.M. Being aggrieved by this order of the management, the workman's Union raised the dispute before the Asstt. Labour Commissioner (Central), Bhopal who deputed the Labour Enforcement Officer to verify the actual working hours of the workman. The Labour Enforcement Officer submitted his report on 21-10-1980. His report is filed as Annexure A to the statement of claim. The workman thereafter claimed 1/3rd of his normal wages but even during the conciliation proceedings no settlement could be arrived at. Accordingly because of the failure of the conciliation proceedings a report was submitted to the Central Government who has referred this dispute to this Tribunal for adjudication.

4. The management of the Bank contests the claim of the workman and contends that the normal working hours of the workman do not exceed 12 hours per week as alleged by the workman; that even as a Part-time workman his wages have been increased from time to time; that the amount of work which the workman is required to do does not keep him engaged for more than 1 hour per day and that the total period spent by the workman on duty in no case exceeds 6 hours a week. On these grounds the claim of the workman has been denied.

5. The workman filed a rejoinder and reiterated that his working hours keep him engaged for about 3 hours per day and he is entitled to the claim made by him in this case.

6. On these rival claims by the parties the following issues were raised for adjudication :—

#### ISSUES

1. Whether the workman, Shri Ramesh Guru is entitled to be paid 1/3rd of his wages for the part-time work done by him in the Bank's Branch at Khandwa. If so, from what date and at what rate?

2. To what relief are the parties entitled?

7. I examined the rival claims made by the parties. In the absence of any evidence given by them I have reached the conclusion that in this case the workman has failed to prove that his working hours are of the duration as claimed by him.

#### Reasons for the findings :

8. Issue No. 1 :—In this case issues were framed on 12-4-1982 and the case was fixed for the evidence of the parties on 22-6-1982. On that date neither party nor its representative was present. Thus the statements of claims filed by both the parties are the only basis for determination of the question raised in the aforesaid issue.

9. The workman has contended that his working hours are between 2-1/2 to 3 hours per day and as against this the Bank's management has contended that the working hours are less than 1 hour per day. Thus in the light of the denial made by the Bank's management the burden was on the workman to prove that he works at the Khandwa Branch of the Bank for more than 2 to 3 hours per day. A copy of the report of the Labour Enforcement Officer has no doubt

filed by the workman as Annexure A to the statement of his claim, but that is not of any conclusive evidence value. The facts stated in the report were required to be proved by an independent evidence. Even the workman has not stepped into the witness box and pledged his oath to prove that his working hours are between 2-1/2 to 3 hours per day.

10. The management has no doubt led no evidence but in the light of the statements filed by both the parties the burden was on the workman to prove his claim of being on duty for more 15 to 18 hours per week. This burden has not been discharged by him. When that is so, the workman cannot get any relief in these proceedings. Only if the workman had proved that his total working hours per week are more than 12 hours then only his claim could have been considered in his favour. Accordingly, in the absence of any evidence the aforesaid issue has to be answered against the workman.

11. Issue No. 2 :—In the light of the finding given on Issue No. 1, the workman is not entitled to any relief.

#### ORDER

Accordingly for the reasons given above, it is held that the management of the Central Bank of India, Khandwa Branch is justified in not paying 1/3rd of the wage scale to Shri Ramesh Guru, a Part-time workman, as provided by the First Bipartite Settlement dated 19-10-66. In the circumstances of the case, both parties are directed to bear their own costs as incurred.

S. R. VYAS, Presiding Officer  
[No. L-12012 (315)/80-D-II(A)]

**S.O. 2783.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Bombay, in the industrial dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on the 3rd July, 1982.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-22 of 1978

#### PARTIES :

Employers in relations to the Union Bank of India,  
Bombay;

AND

Their Workman.

#### APPEARANCES :

For the Employer—F. D. Damania, Advocate.

For the Workman—Mr. M. S. Udeshi, Advocate.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, the 23rd day of June, 1982

#### AWARD

The Government of India, Ministry of Labour, by order No. L-12012/1/78-D.I.A dated 25th/28th November, 1978, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, have referred to this Tribunal for adjudication an industrial dispute between the Employers in relation to the Union Bank of India, Bombay, and their workman in respect of the matters specified in the Schedule mentioned below .—

#### SCHEDULE

"Whether the action of the management of Union Bank of India, Bombay, in striking off the name of Miss J. P. Panthaky from the muster roll of the Bank and treating her as having abandoned the services of the Bank with effect from 2nd July, 1974 is justified? If not, to what relief is the workman entitled?"

2. The workman, Miss J. P. Panthaky, joined the Union Bank of India (hereinafter referred to as the "Bank") on 12th January, 1970 as a Typist on probation basis. Six months thereafter she was confirmed in the services. The Bank by a memo, dated 10th September, 1974, terminated the services of the workman with effect from 2nd July, 1974, by way of her name being struck off from the muster-roll of the Bank on the alleged ground of abandonment of services on her part.

3. The workman in her statement of claim stated that she was compelled to remain absent from 2nd July, 1974 as she left Bombay for Hubli to attend to her seriously ailing father who was at Hubli. She by her letter dated 6th July, 1974, addressed to the Bank informed about the reason of her absence and requested for the grant of three months' extraordinary leave. The workman stated that the Bank, however, did not send any communication to her in reply to her letter dated 6th July, 1974. After her return to Bombay she received from the Bank a memo dated 10th September, 1974, in terms whereof her services stood terminated with effect from 2nd July, 1974. She was informed that her name was struck off from the muster-roll of the Bank on the ground of abandonment of services on her part. She had thereafter a correspondence with the Bank praying for her reinstatement. However, her efforts proved fruitless. The workman submitted that the action of the Bank in terminating her services is wrongful, illegal, unjustified, ab initio and inoperative, on the following amongst other grounds :—

- (a) The order retrospectively terminating the services is bad in law.
- (b) The Officer of the Bank who signed the order dated 10th September, 1974 was not a competent officer to pass such an order.
- (c) While terminating the services of the workman, the Bank has not complied with the conditions precedent in the statutory provisions of Section 25-F of the Industrial Disputes Act.
- (d) The order of termination is violative and inconsistent with the provisions of the First Bi-partite Settlement dated 19th October, 1966.
- (e) The order of termination is bad in law since the workman never abandoned the services as alleged by the Bank.
- (f) There is no provision in the Standing Orders of the Bank whereby the Bank can struck off the name of the workman from the muster-roll.
- (g) The order of termination is bad in law on the ground of principles of natural justice and fair play.

The workman, therefore, prayed that she be ordered to be reinstated in service with continuity of service and full back wages and other consequential benefits.

4. The Bank by its written statement pleaded that it did not receive any communication dated 6th July, 1974, from the workman. The question of replying thereto, therefore, did not arise. It was denied that the workman's services were terminated. It was pleaded that the workman absented herself from work on and from 2nd July, 1974, and hence was treated as having abandoned her services from such date. It was alleged that the authority signing the memo of termination was fully competent to do so. The Bank alleged that its memo of termination of services was not bad in law and the Bank was justified in implying from continuous absence of the workman despite several memoranda addressed to her that it was her intention to abandon the service of the employer. It was denied that the workman was entitled to reinstatement with other consequential reliefs.

5. After some dates fixed for hearing of this Reference the workman and the employer-Bank have reached a settlement. The Bank has agreed to reinstate the workman in the Bank's employment with continuity of service with effect from 2nd July, 1974. By way of all amounts payable to her for the period 2nd July, 1974, upto 16th June, 1982, either by way of wages, leave wages, bonus, ex-gratia payment, all other allowances, perquisites and privileges, the Bank

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has agreed to pay to the workman and the workman has agreed to receive in full and final settlement a sum of Rs. 20,000 in lump sum which would be paid to her after deducting income-tax, if any, and the provident fund contribution on the said sum. The employer has paid to the workman at the time of filing the present consent terms the net sum payable as aforesaid by pay order.

6. I think, having regard to the circumstances of the case the settlement arrived at between the workman and the employer-Bank is fair and reasonable. I, therefore, would make the Award in terms of that settlement.

7. Awarded accordingly in terms of the settlement annexed to the application of the parties at exhibit EW-1. The consent terms filed by the parties is annexed hereto as appendix 'A'. No order as to costs.

M. D. KAMBLI, Presiding Officer

[No. L-12012(1)/78-D.II(A)]

New Delhi, the 13th July, 1982

**S.O. 2784.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of State Bank of India, Bhilai and their workman, which was received by the Central Government on the 5th July, 1982.

**BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)**

**Case No. CGIT/LC(R)(66)/1980**

#### PARTIES :

Employers in relation to the State Bank of India and their workman Shri Tulsiram Yadav, Waterman, represented through the State Bank of India Employees Union, Bhilai Branch, C/o State Bank of India, P.O. Bhilai, District Durg (M.P.)

#### APPEARANCES :

For workman—None.

For Management—Shri G. C. Jain, Advocate.

**INDUSTRY : Bank** **DISTRICT : Durg (M.P.)**

Jabalpur, the 29th June, 1982

#### AWARD

The following dispute was referred to this Tribunal for adjudication by the Government of India in the Ministry of Labour vide Notification No. L-12012/66/80-D.II.A Dated 10th October, 1980 :—

"Whether the action of the management of State Bank of India in relation to their Bhilai Branch in transferring Shri Tulsiram Yadav, Waterman from Bhilai to Nandini Branch is justified? If not, to what relief is the workman concerned entitled?"

2. Briefly stated the facts as they appear from the rival statements of claims filed by both parties are as under :

3. The workman Shri Tulsiram Yadav, hereinafter referred to as the workman, is an employee of the State Bank of India. He was employed as a Waterman in the Bhilai Branch of the Bank. As he claimed to have completed 240 working days in a calendar year, the management, according to the workman, gave him a permanent employment and issued orders for his posting in another Branch at Bhilai. In the appointment order his name was inadvertently typed as Tika Ram Yadav instead of Tulsiram Yadav. Consequently his appointment order was withheld by the local Manager pending further clarification from the appointing authority.

4. On 8-2-1980 there was an incident between the workman and members of the rival Union. The members of the rival union therefore assaulted him. The rival union however, alleged an assault by the workman. Because of this alleged assault by the workman, members of the rival union went on strike. Since there was pressure from the members of

the rival union the management transferred him to the Nandini Branch of the Bank and did not post him in Bhilai. This transfer order, according to the workman, was issued under pressure from the rival union and as an act of victimisation and unfair labour practice.

5. The management on the contrary contends that the workman is not a member of any recognised union; that the workman was working as a Furrash-cum-messenger and from 15-2-1978 he was also working as a Waterman. The posting of the workman at the Nandini Branch was because of the administrative convenience and not as a measure of vindictiveness or unfair labour practice or victimisation or due to any pressure from the rival union.

6. As per order dated 13-8-1981 the only issue in this case is whether the transfer of the workman from Bhilai to Nandini Branch is justified.

7. I have considered the material on record. In my opinion, the workman has failed to prove that his transfer and/or appointment at the Nandini Branch was unjustified.

8. In this case after the statements and rejoinders were filed by both the parties on 28-11-1981 the case was fixed for evidence on 5-2-1982. On that date no one appeared for the management and only the Advocate for the workman appeared. However, evidence of both the parties were absent. Hence after closing the evidence of the parties the case was adjourned to 11-3-1982 for final arguments. On the date of final arguments the management appeared through the Counsel and the Counsel for the workman sought leave to withdraw as he had no instruction from the workman. The award was therefore reserved.

9. In this case, as already stated above, no evidence has been given by either party. According to the management, the workman was appointed as a Messenger-cum-Furrash at Nandini Branch and not transferred from Bhilai to Nandini. Even assuming that the workman had held a substantive appointment at the Bhilai Branch even then, as contended by the management, the management had an absolute authority to transfer one workman from one branch to another branch on administrative ground. From the statement of claim filed by the workman himself it is clear that another union was formed of which he is a member. There was admittedly an incident involving physical violence. Because of this incident a number of workmen at the Bhilai Branch went on strike. Who initially used violence and who acted in self-defence is a matter on which neither party led any evidence. But it is clear that it was because of this incident where physical violence were used, there was an order of appointing/transferring the workman to the Nandini Branch which was issued by the management. It has now to be seen as to whether this appointment/transfer order was issued because of any element of victimisation, unfair-labour practice, subversion of trade union activities etc. etc.

10. Ordinarily the management has the authority to transfer one workman from one branch to another. In this case the transfer as alleged by the workman was from Bhilai to Nandini Branch, the distance between the two being only of 20 Kms. If this transfer according to the workman was because of any trade union activities on the part of the workman or because of any unfair labour practice or because of any element of victimisation on the part of the management then the workman should have led evidence and satisfied this Tribunal that his transfer to a small distance from Bhilai was because of any of the aforesaid reasons. If the workman is reluctant even to pledge his oath and place the necessary material before this Tribunal to substantiate his allegations then no finding in his favour on any of the aforesaid grounds can be recorded. No doubt, the Bank has also led no evidence, but material facts in this case are not in dispute. If a transfer is sought to be challenged on any of the grounds as raised in this case then reliable evidence should have been placed before this Tribunal. When this is not done, the order passed by the management in relation to the workman cannot be said to be unjustified. Accordingly I find that the management of the State Bank of India, Bhilai Branch, was justified in transferring/appointing the workman to its Nandini Branch.

11. Accordingly for the reasons given above, it is held that in this case the Bank has succeeded and proved that the

transfer/appointment of the workman from Bhilai Branch to the Nandini Branch of the State Bank of India was justified. In the circumstances of the case, both parties are directed to bear their own costs as incurred.

S. R. VYAS, Presiding Officer

[No. L-12012(66)/80-D.II(A)]

N. K. VERMA, Desk Officer

New Delhi, the 13th July, 1982

**S.O. 2785.**—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No 1, Bombay in the industrial dispute between the employers in relation to the management of Messrs Rajasthan Construction Company Private Limited and their workmen, which was received by the Central Government on the 3rd July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-9 of 1977

PARTIES :

Employers in relation to M/s. Rajasthan Constructions Company Private Ltd., Bombay;

AND

Their Workman.

APPEARANCES :

For the Employer—Mr. Cosmas D' Souza, Advocate.

For the Transport & Dock Workers Union.—Mr. S. R. Wagh, Advocate.

INDUSTRY : Ports and Docks STATE : Maharashtra

Bombay, the 18th June, 1982

AWARD

The Government of India, Ministry of Labour, by order No. L-31012(4)/77-D. IV(A), dated 13th June, 1977, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, have referred to this Tribunal for adjudication an industrial dispute between the Employers in relation to Messrs Rajasthan Construction Company Private Limited, Bombay, and their workmen in respect of the matters specified in the Schedule mentioned below :—

SCHEDULE

"Whether the action of the management of Messrs Rajasthan Construction Company Private Limited, Bombay-400001 in terminating the services of Shri Mohan Lal Sharma, Dock Clerk, with effect from 7-2-1977 is justified? If not, to what relief is the concerned workman entitled?"

2. The workman Mohan Lal Sharma was appointed as a Clerk by the employer-company from 1st June, 1976, as per the workman's application dated 24-5-1978 (exhibit E-1). The letter of appointment was issued by the employer on 1st June, 1976, as per exhibit E-2. The workman was to work on probation for a period of six months. His services were to be confirmed thereafter if the same were found satisfactory. By their letter (exhibit E-3) dated 7-2-1977 the employer-company terminated the services of the workman with immediate effect.

3. The Secretary, Transport and Dock Workers' Union, Bombay, filed a statement of claim. It was alleged that the workman's services were abruptly terminated by the company by their letter dated 7th February, 1977. The said letter was posted on the Bombay address of the workman though the company had knowledge of the fact that the workman was not in Bombay and had gone to his native-place in Rajasthan for his own marriage. It was averred in the statement of

claim that the workman had applied for leave in writing for 45 days from 17-1-1977 and the same was sanctioned orally and oral orders were given to the workman to proceed on leave, by Shri J. C. Karva who was incharge of the cement handling department. The Union has in the statement of claim prayed for reinstatement in service of the workman with full back wages and continuity of service with effect from 7-2-1977 on the following amongst other grounds :—

- (a) That the services of the workman should not have been terminated otherwise than by a due process of law.
- (b) That the termination of services is against the principles of natural justice.
- (c) That no any charges were levelled or any enquiry of any kind was held before the services were terminated.
- (d) That the workman was on sanctioned authorised leave when his services were terminated.
- (e) That the Company is guilty of malafides and unfair labour practices in terminating the services of the workman.
- (f) That the Company has adopted the approach of hit and fire at will.
- (g) That the Company acted against all canons of law and principles of natural justice.
- (h) That the workman was not afforded any opportunity to defend himself if there were any allegations against him.
- (i) That even otherwise the action of termination of services of the workman by the Company is repugnant to prevailing law, labour practice, natural justice and good conscience.

4. The employer-company by its written statement resisted the claim of the Union. Certain preliminary objections to the maintainability of this Reference were raised in paras 1 & 2 of the written statement. By my order dated 8-6-1982 I rejected the same. So far as the merits are concerned, the company contended that the services of the workman were not found satisfactory. He was not confirmed on the expiry of the probationary period i.e. with effect from 1-12-1976, but he was continued on probation. There being no improvement during the extended probationary period, the services of the workman were terminated with effect from 7-2-1977. It was denied that the services of the workman were terminated abruptly. The company contended that the letter of termination of the services of the workman was properly sent on the Bombay address of the workman. According to the company, at no time did the workman intimate that he was going to his native-place in Rajasthan for his marriage. Even in the application for leave submitted by him—which application was not sanctioned—the applicant had mentioned the address where communications could be sent during the leave period. The letter of termination was sent on that address. The company denied that the leave was sanctioned to the workman from 17-1-1977 and that the oral orders were given to the workman to proceed on leave. It was denied that the order sanctioning the leave was given by Shri J. C. Karva. The company maintained that according to the practice strictly followed by it both the application for leave and the sanction of the same are made in writing. The company further stated that the workman had completed only seven months of services on the date he submitted his application for leave and was, therefore, not entitled to 45 days leave applied for by him. As the workman was not entitled to 45 days leave, the same was not sanctioned. Though the leave was not sanctioned the workman remained absent from 17-1-1977. It was submitted that the workman went to Rajasthan without intimating the company and was in Rajasthan without the knowledge of the company. The company contended that the services of the workman have not been terminated for misconduct; the question of the Union being entitled to an order of reinstatement in services, of the workman, with full back wages and continuity of service did not arise. The company prayed that the claim of the Union in that behalf be rejected.

5. The first contention taken up in the statement of claim though not seriously pressed at the time of hearing was that the letter of termination of the services of the workman dated 7th February, 1977, was received by the workman on 7th March, 1977; that the said letter was posted at the Bombay address of the workman though the company was in full knowledge of the fact that the workman was not in Bombay and had gone to his native-place in Rajasthan. Now, the application for leave submitted by the workman is on record. It is at exhibit E-4. There is a column in that application about address where communication could be sent during the leave period. The address given there is the Bombay address. Naturally, the letter of termination was sent on that address. The workman cannot, therefore, find any fault with the employer in sending the letter of termination at Bombay address. So far as the merits of the matter are concerned, Mr. Wagh, the learned counsel for the Union submitted that the services of the workman were terminated as he went on leave; the leave was sanctioned to him. Assuming that the leave was not sanctioned, no any explanation of the workman was called for or no departmental enquiry was held into the conduct of the workman before termination of his services. Mr. Wagh, therefore, submitted that this was a case of dismissal without enquiry. As against this, it is contended by the learned counsel for the employer, Mr. D'Souza, that the services of the workman have not been terminated for misconduct. As the services of the workman were not found satisfactory he was not confirmed on the expiry of the probationary period, but his probationary period was extended. There being no improvement during the extended probationary period, the services of the workman were terminated. The learned counsel for the employer contended that it is a case of discharge simpliciter in accordance with the terms of the employment. Reliance was placed on behalf of the employer upon the decision of the Calcutta High Court in the case of *Caltex (India) Ltd., v. Second Industrial Tribunal, West Bengal* (1963 1, L.L.J. 156). The High Court observed :—

"A probationer does not automatically attain permanent status on the expiry of his period of probationaryship. If he is neither discharged nor confirmed he continues to serve as a probationer until otherwise dealt with. Therefore, in the absence of anything contained in the contract to the contrary, nothing prevented the petitioner-company from extending the period of probation for a further limited period of three months."

It is further observed :—

"Whether a probationer had put in satisfactory service or not rests with the satisfaction of the employer. Such satisfaction could not be objectively tested and an employer is not bound any reason if he does not confirm a probationer on the expiry of the period of probationaryship."

The High Court further observed :—

"If one acts within his discretionary rights, it is difficult to ascribe mala fides against him. The employer need not give any reasons for discharging a probationer. The fact that certain reasons given by the employer did not appeal to the industrial tribunal could not take away or detract from such right. The industrial tribunal could not sit over the judgment of the employer in such matters and direct the employer to absorb the probationer."

6. In *Samsher Singh v. State of Punjab* (1974 L.I.C. 1380) the Supreme Court observed :—

"No abstract proposition can be laid down that where the services of a probationer are terminated it can never amount to a punishment. Before a probationer is confirmed the authority concerned is under an obligation to consider whether the work of the probationer is satisfactory or whether he is suitable for the post. In the absence of any rules governing a probationer in this respect the authority may come to the conclusion that on account of inadequacy for the job or for any temperament or other object not involving moral turpitude the probationer is unsuitable for the job and hence must



be discharged. No punishment is involved in this. The authority may in some cases be of the view that the conduct of the probationer may result in dismissal or removal on an inquiry. But in those cases the authority may not hold an inquiry and may simply discharge the probationer with a view to giving him a chance to make good in other walks of life without a stigma at the time of termination of probation."

7. Now, if we look to the order of termination of the services of the workman dated 7-2-1977 it does not cast any stigma on the workman. According to the employer, the workman was unsuitable for continuing in the employment. There was no improvement in his working even during the extended probationary period. The workman, according to the employer, proceeded on leave without getting the leave sanctioned. The case of the workman is that one Karva in the employment of the employer-company told him to go on leave. It appears from the evidence of the employer, witness Prahlad Sabhu that Shri Karva is not now in the employment of the employer-company. Prahlad Sabhu stated in his deposition that if the leave of an employee is sanctioned endorsement to that effect is made on that application. If we perused the application for leave there is no any such endorsement of leave being sanctioned by any superior Officer of the workman. Prahlad Sabhu was looking to cash and accounts in the employer-company. He says that he did not receive any instructions from Shri Karva or any other person that the leave of the workman was sanctioned. If we turn to the leave application it would appear that the workman applied for 45 days privilege leave. He was a probationer having put in only nearly seven months' service. Privilege leave of 45 days obviously could not have been claimed by him. On account of such conduct of the workman along with other things the employer could have come to the conclusion that the workman was an unsuitable person to be continued in service. As stated above, the order of termination does not cast any stigma on the workman. It is a case of discharge simpliciter. It cannot be said that there is a termination of service for any misconduct. The dividing line between the misconduct and unsuitability is sometime very thin. In this case the workman remained absent without leave. No any moral turpitude was involved. The employer might have regarded this conduct of the workman as unsatisfactory, disentitling him for further continuation in the service. No any elaborate enquiry into the conduct of the workman was, therefore, necessary. He was a probationer and his services were liable to be terminated if his work was not satisfactory. His services were terminated accordingly. If it is difficult to accept the contention on behalf of the Union that the termination of the services being without any prior departmental enquiry, is bad or invalid.

8. Mr. Wagh, the learned counsel for the Union, placed reliance upon the decision of the Supreme Court in Express News-papers Ltd. v. Labour Court, Madras (1964 I. L.L.J. p. 9). That was, however, a case where it was held by the Labour Court that on consideration of the circumstances appearing from the record, the termination of the probationer was a clear of victimization for taking a leading part in the formation of the Union. It also appears from the case that the services of the employee were terminated before the expiry of the original probationary period of six months. It was held there that :—

"Without anything more an appointment on probation for six months gives the employer no right to terminate the services of an employee before six months had expired except on the ground of misconduct or other sufficient reasons in which case even the services of a permanent employee could be terminated. At the end of the six months' period the employer can either confirm him or terminate his services, because his services is found unsatisfactory."

9. In the instant case, the services of the workman were not terminated during the initial probationary period of six months. In the result, I find that the action of the management of the employer-company in terminating the services of the workman Mohan Lal Sharma with effect from 7-2-1977 is justified. This Reference, therefore, is liable to be rejected.

10. The Reference is rejected. My Award accordingly. No order as to costs.

M. D. KAMBLI, Presiding Officer  
[No. L-31012/4/77-D. IV(A)]

New Delhi, the 13th July, 1982

**S.O. 2786.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bangalore in the industrial dispute Between the employers in relation to the management of New Mangalore Port, Panambur and their workmen, which was received by the Central Government on the 5th July, 1982.

BEFORE THE INDUSTRIAL TRIBUNAL IN  
KARNATAKA, BANGALORE

Central Reference No. 11 of 1978

I PARTY

Workmen represented by The General Secretary, Kanara Dock & General Workers Union, Cyril Mahal, Mangalore-1.

Vs.

II PARTY

The Chief Engineer & Administrator, New Mangalore Port, Panambur, Mangalore-10.

ADDED PARTY

The Management of the New Mangalore Port Trust, Panambur.

APPEARANCES :

For the I Party.—Sri K. Subha Rao, Advocate, Bangalore.

For the II Party.—Sri G. Krishnappa, Advocate, Bangalore.

For the Added Party.—None present.

REFERENCE

(Government Order No. L-45/12(1)/77-D. IV(A) dated 24-10-1978).

AWARD

The Central Government has made a reference of the dispute between the parties for adjudication on the following points :—

"Whether the action of the management of Mangalore Harbour Project, Panambur (now New Mangalore Port) in retrenching Shri M. K. Chandappa, driver, with effect from 10th October, 1973 is justified ? If not, to what relief is the concerned workman entitled ?"



2. The I Party had submitted a statement contending that he was appointed as a driver and was illegally retrenched as from 10-10-1973. According to him it was an unfair labour practice adopted for his union activities and due to malice of an Assistant Engineer K. Subramanyam. He says that the allegation that the retrenchment was made as he was a surplus hand is false and in spite of the fact that he was given his option to work in any other type of vehicle, the II Party has illegally terminated his services. There were many juniors to him and the principle of 'last come first go' as embodied under Section 25-G of the I. D. Act was not followed. According to him the pay for one month or the compensation payable for retrenchment was not paid at the time of the order of retrenchment and hence there is clear violation of clauses (a) and (b) of Sec. 25F of the Industrial Disputes Act.

3. The II Party submitted a statement contending that the I Party workman was selected for the post of a lorry driver as the II Party-Management had to dispose of 3 lorries, the three lorry drivers had become surplus and in order to provide alternative jobs to the said excess employees, they were called upon to give option to serve in any other vehicle and when all others have given options the I Party workman did not do so. As he choose to continue as a lorry driver which post became surplus he was retrenched from service. According to it the said retrenchment is not in violation of any of the provisions of the Industrial Disputes Act and the retrenchment compensations were paid to him according to law and the allegation to the contra is false. There was absolutely no motive for any official to victimise any workman, but he was retrenched because he surrendered himself by surplus by not giving an option.

4. Decision and reasons.—Section 25G of the Industrial Disputes Act prescribes the procedure for retrenchment. Under it, the employer should ordinarily retrench the workman who was the last person employed in that category from which retrenchment is to be made. Rule 77 of the Industrial Disputes Central Rules provides that the employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated arranged according to the seniority of their service in that category and copy thereof is to be pasted on the notice board in a conspicuous place in the premises of the industrial establishment at least between 7 days before the actual date of retrenchment. That would mean that when the question of retrenchment arises, the first thing that the employer has to do is to prepare the list of seniority. It is not open for the employer to retrench by taking into consideration the earlier seniority list prepared. It is admitted in the counter statement of the II Party that the workman WW-1 was recruited as a driver in the Work-charge establishment with effect from 19-12-1966. But it is alleged in the counter statement of the II Party that he was selected for the post of lorry driver as per Appointment Order and was deputed to drive other vehicles only on certain occasions mainly due to want of drivers whenever other drivers were on leave. But it has not produced the appointment order or any other evidence to show that he was selected as a lorry driver only but was asked to drive the other vehicles in the time of emergency. MW-1 states in his evidence that after the appointment of the workman a direction was received from the Central Government approving the Recruitment Rules of Heavy Motor Vehicle and Light Motor Vehicle drivers. The said Government Order is produced at Ext. M-6 and it is dated 30-9-1969. Hence if the appointment of WW-1 was on 19-12-1966 it has to be taken that there was no specific categorisation of the drivers as for heavy motor vehicles or light motor vehicles. The workman has produced Ext. W-1 as a statement showing the vehicles on which he was asked to drive right from the date of his appointment till the date of retrenchment. For the full month on which he was appointed he was driving a Jeep vehicle. Later on, he was being asked to drive the jeep as well as lorries from time to time and as at the time of retrenchment he was driving a jeep only. When he made a complaint as regards the harassment in the hands of the Executive Engineer, an order was made as in Ext. W-2 to say that his transfer from vehicle to vehicle cannot be called as harassment and as he was put on duty as a driver on different vehicles and he had given a declaration at the time of his appointment that he would carry out his duties allotted to him, he cannot must a

complaint. Hence it can be taken that he has to work as a driver on the vehicle allotted to him whether a heavy motor vehicle or light motor vehicle.

5. Ext. M-1 Seniority list which is claimed by MW-1 as the one on which the action was taken for retrenching the workman is prepared as a provisional seniority list as on 30-6-1971. There is no evidence that it has been finalised. It is clear that in spite of the fact that WW-1 was shown as a lorry driver in it he was made to work as a jeep driver also even subsequent to it. Hence Ext. M-1 cannot be relied on as a seniority list on which action for retrenchment can be taken as last lorry driver in the list.

6. The workman has produced Ext. W-10 as the seniority list of lorry, bus and jeep drivers and also Tractor and Road Roller drivers prepared by the management. It was prepared consequent to an award by the Tribunal as can be seen from the enclosure to it at Ext. W-11. It was prepared consequent to the award in respect of the drivers who are doing the duty on both heavy motor vehicles and light motor vehicles who are re-designated as H.M.V. drivers on a pay scale of Rs. 320-400 with effect from 1-1-1973 which is the date of implementation of the IIIrd Pay Commission Wage Structure. It is argued on behalf of the II Party that it is dated 19-8-1980 and the name of WW-1 is not found there. It may be that it was prepared subsequent to his retrenchment, but if the management was required to prepare the seniority list with effect from 1-1-73 fixing the pay of all the drivers who are H.M.V. drivers at Rs. 320-400 the management cannot throw off WW-1 from employment as from 10-10-1973 without having a seniority list prepared as from 1-1-73. If a seniority list was to be prepared as at the time of retrenchment of WW-1 the name of WW-1 would have been found below the name V. S. Lasrade and above the name of Kodialbail Narayana, Slis. 14 and 15 respectively. From that list we can make out that there are 23 such drivers of common category and common scale of pay. In such a situation it is impossible for the II Party to have retrenched WW-1 from service. If the management have delayed till the Tribunal interfered and made an award, to correct the seniority list it cannot retrench WW-1 from service by relying on Ext. M-1 which was the provisional seniority list.

7. The case of the management is of simple mathematics which has been intelligently made out WW-1 from service. According to it 3 lorries were found surplus and disposed of and when the drivers of those lorries were asked to give option it is only WW-1 who did not do so and in order to reduce the strength of drivers from 11 to 8 WW-1 who was the eleventh man was referentched. The number of lorry drivers does not depend upon the lorries that the II Party owned. In Ext. M-6 strength of the lorry drivers which included lorries and buses was fixed at 12. There was no subsequent order under which the strength of such H.M.V. drivers was reduced. Hence the management ought to have found suitable appointments to them whether they give option or not.

8. Ext. M-7 is produced as a circular issued to lorry drivers to submit their willingness to work on other plants and machineries as there was no sufficient work for lorry drivers. It does not say that such an option was necessary as there was disposal of 3 lorries or that in case no such option was given the drivers would be retrenched from service. In the counter statement of the II Party it is alleged at para 4 that consequent to the disposal of the three lorries, the said lorry drivers became excessive, and they were asked to give an option. This is a wrong statement as in Ext. M-7 it is not only the said 3 drivers but all the lorry drivers that were asked to submit their willingness to work in other vehicles. In the decision of the High Court of Karnataka in Writ Petition No. 5972/1976 the Hon'ble Judge has referred to the statement of objections filed on behalf of the II Party wherein it was alleged that all the lorry drivers were asked to give an undertaking and all of them except the I Party workman gave such undertaking. The Hon'ble Judge had emphatically laid stress on the words 'all the lorry drivers' and pointed out that the II Party could have easily reduced the number of lorry drivers by providing those who have given option jobs in other vehicles and retaining WW-1 as a lorry driver itself. It is not the case of the II Party that there were no

vacancies in the other vehicles maintained by them so as to provide jobs for other drivers or in any other vehicle so as to retain WW-1 as a lorry driver only. Even if such a situation had arisen the II Party could have easily retrenched the last comer as there were 23 such drivers as at the time of retrenchment as can be made out from Ext. W-10.

9. The case of WW-1 is that he had given his option in response to the circular Ext. M-7 expressing his willingness to work in other vehicles and the same was suppressed with an ulterior motive of removing him from service. The II Party has produced Exhibits M-9 and M-10 as copies of the letters sent to WW-1 to show that in spite of reminders he did not submit his option. Even if it is to be accepted as true that he had not submitted his option the consequence of it was that he was to inform him that he was retained as lorry driver. It no made known in Ext. M-7 that as three lorries were disposed of there were surplus drivers and unless they express their willingness to work in other vehicles, their services will be terminated. Hence it can be made out that the assertion of disposal of three lorries and the fact of three drivers became surplus is only invented by the II Party to put forward the defence against the claim of the I Party workman.

10. Though MW-1 has denied the allegations against him of being vindictive against WW-1 he admits that out of three writ petitions filed by the workman in the last one he had given instructions on behalf of the II Party. The three writ petitions are filed by the I Party on account of the rigid attitude taken by the Central Government in refusing to make a reference of dispute of his retrenchment. The details of which are all given in the judgment of the last case produced at Ext. W-8. When the Hon'ble Judge had discussed all the circumstances and had concluded that it was really a case of hardship to the I Party workman and hence the Central Government should make a reference of dispute, the present reference was made. If really the management had acted in an unbiased mind it should have considered the observations made by the Hon'ble Judge as to how the workman was justified in making a demand and should have redressed it without allowing a reference to be made and drag on an enquiry on it before this Tribunal till this day. When especially there is no allegation of any misconduct on the part of the I Party workman it has to be concluded that his retrenchment was done vindictively against all the principles of natural justice, equity and good conscience. It must have been done on account of his complaint against MW-1 as could be made out from Ext. W-2 and his assertion in evidence and because he filed a case before the Labour Court that the management thought of terminating his services under the guise of retrenchment. Hence this is a fit case where the I Party workman has to be reinstated into service with all the benefits.

11. It is contended by the learned pleader for the II Party that the workman having been retrenched from service in the year 1973 it cannot be believed that he was without employment for all these days and this is not a fit case where full back wages should be ordered. In the decision in Suresh Chandra Barad vs State of Orissa 1982 Lab. I. C. 748 it has been observed that in cases of reinstatement payment of back wages is a normal rule and it is for the management to establish as to why it should not be so given. The claim of the workman cannot be denied on surmises that if he was without employment he would not have lived so long.

12. Hence in answer to the points of dispute, I hold that the action of the management in retrenching the I Party workman M. K. Chandappa with effect from 10-10-1973 is not justified and it is ordered that he shall be reinstated with continuity of service with back wages and other benefits as from that date. He shall also be paid Rs. 300 as costs of this proceedings. Award passed accordingly.

Dated 30th June, 1982

V. H. UPADHYAYA, Presiding Officer,  
[No. L-45012/1/77-D.IV(A)]  
T. B. SITARAMAN, Desk Officer

New Delhi, the 17th July, 1982

**S.O. 2787.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Benalee Colliery of Satgram Sub-Area of Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 14th July, 1982.

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT NO. 3, DHANBAD**

**Reference No. 90/80**

**PARTIES :**

Employers in relation to the management of Benalee Colliery of Satgram Sub-Area of M/s. Eastern Coalfields Ltd.

**AND**

Their workmen.

**APPEARANCES :**

For the Employers—Sri D. R. K. Rao, Personnel Manager.

For the Workmen—None.

**INDUSTRY :** Coal,

**STATE :** West Bengal

Dated, the 9th July, 1982

**AWARD**

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1) (d) of the Industrial Disputes Act, 14 of 1947 referred the dispute to the Central Govt. Industrial Tribunal-cum-Labour Court, Calcutta for adjudication. Subsequently under Order No. S-11025(4)/80-D. IV(B) dated the 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication

**SCHEDULE**

"Whether the action of the management of Benalee Colliery, P. O. Benalee, Dist. Burdwan of Messrs Eastern Coalfields Ltd., in not taking on their rolls the 34 Truck loaders mentioned below is justified. If not, to what relief are the concerned workmen entitled ?

**Names of the workmen**

1. Nilmoni Mejhan
2. Patamoni Mejhan
3. Eyasin Sekh
4. Shonandan Singh
5. Gulabi Khaira
6. Jitaji/Turi
7. Bagla Bouri
8. Sahadeo Turi
9. Kalamoni Bouri
10. Makkul Mia
11. Dilli Kora
12. Kalyanimodi Kora
13. Kalomnimodi Kori
14. Lakhsa Bhujia No. 11
15. Aprashil Khan
16. Kalomini Mejhan
17. Somi Mejhan
18. Mangli Mejhan
19. Azad Mia
20. Hotil Mia
21. Dhaneswar Khaira
22. Dukhan Modikora
23. Tapan Singh

24. Mahaboti Khaira
25. Surji Turi
26. Lebin Bouri
27. Islam Mia
28. Gedi Mia
29. Lachman Khaira No. 2
30. Pyare Singh
31. Lakhia Bouri No. 2
32. Kaleswar Khaira
33. Shree Shankar Singh
34. Rameswar Singh"

2. The case of the concerned workmen is that the Benalee Colliery which was taken over by the Central Govt. with effect from 31-1-1973 and was later on nationalised has got no railway siding and as per practice all prices charged by the management for coal is inclusive of loading charges for trucks. The trucks have no labourers of their own and payments to the colliery as the price of coal is inclusive of labour charges for loading. The quality and quantity of coal to be loaded is also controlled by the management and the despatch of coal as also its loading is an integral function of the management for which they cannot dispense with the services of coal loaders in the colliery. It is stated that prior to nationalisation the private management of coal industry indulged in various malafied practices including under payment, not showing all the staff as its workers etc. and as such the truck loaders were not shown in the books of the private management. It is further stated that the concerned workmen and also the truck loaders were either paid through the truck owners or through the loading babus but the amount was reimbursed to them and even after nationalisation the same practice continued and the concerned workmen who are truck loaders were not shown in direct employment of the colliery. The concerned workmen made an agitation in 1974 for putting them in regular rolls of the colliery. They were also interviewed and examined by the Medical Board but they were not taken on the rolls and subsequently they were stopped work sometime in July, 1977 resulting in great inconvenience and loss of bread. It is submitted that the concerned workmen are entitled to be placed in regular roll of the Benalee Colliery and they are entitled to their average remuneration from the date of their forced idleness till their regularisation. The concerned workmen subsequently raised an industrial dispute and after the failure of the conciliation the present reference was made. It is prayed that they should be taken to regular rolls of the colliery and benefit of past services should be given to them.

3. The management has come to contest the reference and their defence is that the concerned workmen were never employed by the management and as they are not workmen under the Industrial Disputes Act the present reference is misconceived and not maintainable in law. It is stated that there is no railway siding at Benalee Colliery and as such since the time of erstwhile owners no wagon loaders were employed therein and the entire coal used to be despatched by trucks. It is stated that the coal transport contractors of the coal customers for having the benefit of quick loading of coal to their trucks since the time of erstwhile management used to keep certain persons available at the depot of the colliery and used to take their services whenever required for loading of coal into their trucks. The aforesaid system of loading was known as self-loading and the said transport contractors were being paid some remuneration for making their own loading arrangement in the aforesaid manner. It is submitted that the concerned workmen never worked as truck loaders under the management and so the question of taking them on rolls or regularising them does not arise at all. It is prayed that the reference be decided in favour of the management.

4. The point for consideration is as to whether the action of the management in not taking on their rolls the concerned workmen is justified. If not, to what relief are the concerned workmen entitled.

5. It may be stated that after filing of the written statement the union did not come ready for hearing of the case

on the date fixed and they went on taking time. On the last date also one Sri U. S. Singh appeared for the union very late and the case was adjourned for hearing on 8-7-1982 with a direction to the parties that they must come ready. Prior to that also the union was always taking time and on certain dates they did not appear and it was only after issue of subsequent notice that the union appeared but went on taking time.

6. On 8-7-1982 inspite of the specific order of the Court directing them to come ready finally for hearing of the case, none appeared for the union and hence the case was taken up ex parte.

7. In support of their case the management has examined two witnesses viz. Shri M. L. Samaliwalla, MW-1 who was working as Manager of Benalee Colliery from November, 1975 to August, 1978 and Shri N. K. Choudhury who was then working as an Asst. Manager. MW-2 Sri Chowdhury has stated that at the time of take over Benalee Colliery was a closed unit for which there was also a reference before Calcutta Tribunal in which it was held the closure was justified. It is stated by him that after nationalisation he was posted there for making arrangement for re-opening of the colliery which was re-opened in September, 1973. It is stated by him that there is no railway siding in Benalee Colliery and transport of coal used to be done through trucks. Loading was done by the purchasers through their own men and the company had nothing to do with it. No truck loaders were ever engaged by the management and it is stated that the concerned workmen never worked under the management and they were ever on the rolls of the management. MW-1 has stated that after the colliery was re-opened the practice of loading of coal by trucks continued as before and the practice was that the customers used to bring their own men for loading of coal for which the company used to give rebate to them. It is also stated by him that the concerned workmen were never paid by the colliery and they were never on the rolls of the company. According to him the customer preferred to load coal by their own men for quick loading as also they got rebate for the same. He has further stated till he was the manager the concerned workman never raised any agitation for their employment nor they were ever interviewed by the company. As regards the treatment of one of the workmen by the company it is stated that the company dispensary gives treatment to all the persons in the neighbourhood including the villagers.

8. The management has also filed Ext. M-1 which is the statement of number of trucks loading and the quantity of coal transported from October 77 to May 78 and it also shows the name of the customers who purchased coal. Ext. M-2 is the quantum of rebate allowed to the customers. This practice discontinued, however, after the letter Ext. M-3 dated 9-4-1979 issued by the Ministry.

9. Thus from the evidence of above two witnesses as also the documents it will appear that the concerned workmen were never on the rolls of the company and they are therefore not a workmen under the Industrial Disputes Act. There is not a chit of paper on the record to show that the concerned workmen were ever engaged by the company for the purpose of loading coal. In fact the document Ext. M-2 would show that some rebates were allowed to the customers for getting coal loaded by them through their own agency.

10. Considering the evidence on record, I hold that the concerned workmen are not workmen under the Industrial Disputes Act working under the management and as they were never on the rolls of the company, they are not entitled to be taken on the rolls of the company as prayed for by them. The action of the management cannot be held to be unjustified in any way. The concerned workmen in the circumstances are not entitled to any relief.

11. The award is given accordingly

I N. SINGH, Presiding Officer

[No. L-19012(6)/79-D. IV (B)]

**S.O. 2788.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Chapui Khas Colliery of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 14th July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 96/80

**PARTIES:**

Employers in relation to the management of Chapui Khas Colliery of M/s. Eastern Coalfields Ltd., P.O. Kalipahari, District Burdwan.

AND

Their workman

**APPEARANCES:**

For the Employers—Shri P. L. Ojha, Deputy Personnel Manager.

For the Workman—Workman himself.

INDUSTRY : Coal.

STATE: West Bengal.

Dated, the 5th July, 1982.

**AWARD**

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 referred the dispute to the Central Government Industrial Tribunal-cum-Labour Court, Calcutta for adjudication. Subsequently by Order No. S-11025(4)/80-D.IV(B) dated 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication.

**SCHEDULE**

"Whether the action of the management of Chapui Khas Colliery of Eastern Coalfields Ltd., P.O. Kalipahari, District Burdwan in dismissing Shri Baliram Singh, a workman employed as Haulage Khalasi in the said Colliery with effect from 8th March, 1977 is justified. If not, to what relief is the concerned workman entitled?"

2. Both parties have filed their written statements in support of their case.

3. On 21st June, 1982 both parties have filed a joint petition of compromise duly signed on behalf of the management as also the union stating the terms of the compromise with a prayer that the settlement be accepted and an award be passed accordingly.

4. I have gone through the settlement which is beneficial for the workman.

5. Accordingly an award is passed in terms of the above settlement which shall form part of the award.

J. N. SINGH, Presiding Officer  
[No. L-19025(7)/79-D.IV(B)]

En.I : Settlement

S. S. MEHTA, Desk Officer.

**FORM-H**

**MEMORANDUM OF SETTLEMENT**

**NAME OF PARTIES:**

Representing Employer(s)—Sri B. C. Misra, General Manager, Satgram Area, Sri D. R. K. Rao, Personnel Manager, Satgram Area.

Representing Workman—Sri C. S. Banerjee, Secretary, Colliery Mazdoor Union (INTUC), Ukhra, Burdwan.

**SHORT RECITAL OF THE CASE**

Sri Baliram Singh was working as H. E. Khalasi at Chapui Khas Colliery in Satgram Area. He was found to be unauthorisedly absent from his duties w.e.f. 7th August, 1976. He was chargesheeted on account of committing the said offence under the provisions of the Model Standing Orders applicable to the Establishment where he was working vide No. CS/1182 dated 19th/21st October, 1976. An enquiry into the said chargesheet was conducted which was, however, Ex-parte and he was dismissed from services of the Company w.e.f. 8th March, 1977 vide letter No. RC/GPO/CC/CS/77/229 dated 8th March, 1977. An alleged industrial dispute was raised by the Colliery Mazdoor Union (INTUC) which ultimately was referred for adjudication (Ref. No. 96 of 1980) and has been pending before the C.G. Industrial Tribunal No. 3 at Dhanbad.

**Terms of Settlement**

On representation by the workman as well as the sponsoring union (CMU/INTUC) the case has been reviewed by the competent authority and a decision has been taken to reinstate Sri Baliram Singh in his existing capacity without any back wages and also without any precedence.

The period of absence from duty will be treated as leave without pay and continuity of service will be treated only for the purpose of gratuity and nothing else.

This has been also decided that a Memorandum of Settlement to be made with the aforesaid sponsoring union and filed before the Hon'ble Tribunal praying for an Award. Sri Baliram Singh may be posted at Chanuikhas Colliery.

**Witness:**

(1) (P. L. Ojha),

Sr. Personnel Officer.  
Satgram Area.

(2) (R. Roy),

Org. Secretary,  
CMU (INTUC).  
Chapuikhas Colliery Unit.

Dated, 18th June, 1982.

G.M's Office, Satgram Area,  
P.O. Devchandnagar (Burdwan).

Signature of the parties:

(1) (B. C. Misra),

General Manager, Satgram Area.

(2) (D. R. K. Rao),

Personnel Manager, Satgram Area.

(3) (C. S. Banerjee).

Jt. General Secretary,  
Colliery Mazdoor Union (INTUC).

(4) (Baliram Singh)

Date : 18-6-1982.

**APPENDIX-A**

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

Reference CGIT No. 22 of 1978

Kum. J. P. Panthaky

Workmen

Vs.

Union Bank of India

Employer

**Terms of Settlement**

1. With a view to resolve the dispute amicably and as a gesture of goodwill, Union Bank of India (hereinafter referred to as "the Bank") agrees to reinstate Kum. J. P. Panthaky (hereinafter referred to as "the worker") in the Bank's employment with continuity of service with effect

from 2nd July, 1974, she will report to the Superintendent, Department of Personnel, N. B. Zone at Central Office, Bombay, for allotment of duties on 17th June 1982.

2. By way of all amounts payable to her for the period 2nd July, 1974 upto 16th June 1982 either by way of wages, leave wages, bonus, ex-gratia payment, all other allowances, perquisites and privileges the Bank agrees to pay to the worker and the said worker agrees to receive in full and final settlement a sum of Rs. 20,000/- in lump sum which would be paid after deducting Income-tax, if any, and her Provident Fund contributions on the said sum.

3. The Employer agrees that although the workman shall not be entitled to back wages from 2nd June, 1974 to 16th June, 1982 except for the sum of Rs. 20,000/- payable as aforesaid, the aforesaid period from 2nd July, 1974 till 16th June, 1982 shall be computed/considered for the purpose of gratuity, seniority, promotion, fitment with usual annual increments and conversion from the post of a Typist to the post of Clerk, subject to the provisions of the Rules and Regulations in that behalf. The Worker will continue to get future increment every year in the month in which she had received her increment last while in service.

4. The worker agrees to withdraw the application No. ICB/14 of 1979 filed by her before the Central Government Labour Court for recovery of Bonus amount of Rs. 169.85 for the year 1974.

5. As desired by the Workman, the Employer has said to the workman at the time of filing the present Consent Terms to the net sum payable as aforesaid by Pay Order favouring the Workman's Advocate on record in the above matter viz. Mr. M.S. Udeshi, bearing No. 041446 dt. 14/6/82 for Rs. 18,293/50 drawn on B.M.O. (Nariman Point).

6. Though for the purpose of making payment, the Bank has agreed to pay and the workman has agreed to receive a lump-sum of Rs. 20,000 as aforesaid and though it is further agreed that the workman will report to the Bank on 17th June, 1982, subject to clause 3 above for the purpose of deduction of income-tax if any and the Workman's contribution toward Provident Fund and also for the purpose of credit of privilege leave, casual leave and sick leave, the Bank agrees to treat the workman as on duty from 1st July, 1981 and deductions will be made and leave credited as if the workman was in the employment from the said date. It is clarified that the workman is deemed to have enjoyed and exhausted all her leave upto 30th June, 1981.

7. The parties agree to bear their own cost of the Reference proceedings.

Dated at Bombay this 16th day of the June, 1982.

(M. S. Udeshi)

Advocate for the Workman

(K.N. Mehrotra)

Representative for the workman

(Firoze Darasha Damanja)

Advocate for the Union Bank of India.

Kum. J.P. Panihaky  
(Workman abovenamed)  
For Union Bank of India  
N. S. Limboowalla  
Superintendent

नई दिल्ली, 12 जुलाई, 1982

कां० 2789— केन्द्रीय सरकार, कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 5 के साथ पठित पैरा 4 के उपपैरा (1) के अनुसरण में और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या कां० 4843 तारीख 7 दिसम्बर, 1976 की अधिकांश करते हुए, पंजाब राज्य के लिए एक क्षेत्रीय समिति का गठन करती है, जिसमें निम्नलिखित व्यक्ति होंगे, अर्थात् :—

अध्यक्ष :

1. सचिव, पंजाब सरकार, केन्द्रीय सरकार द्वारा नियुक्त श्रम और रोजगार विभाग, चण्डीगढ़।

सदस्य :

2. उप सचिव, पंजाब सरकार, राज्य सरकार की मिफारिश राजस्व विभाग, चण्डीगढ़। पर केन्द्रीय सरकार द्वारा नियुक्त वा व्यक्ति।
3. श्रम आयुक्त, पंजाब, चण्डीगढ़।
4. श्री हरवीर सिंह मुखनी, राज्य में नियोक्ताओं के संगठनों के परामर्श से केन्द्रीय सरकार द्वारा नियुक्त नियोक्ताओं के तीन प्रतिनिधि।  
उप मुख्य कार्यपालक, मैसर्स बी०सी०एम० (इंडिया) लिमिटेड, छहरता, अमृतसर।  
वाणिज्य और वस्त्र विनिर्माता संगम का पंजाब, हरियाणा और दिल्ली (सचिव)।
5. श्री इन्दजीत सिंह पाहवा, प्रबंध निदेशक, ए वन सार्कल (प्रा०) लिमिटेड, मुधियाना।  
(वाणिज्य का औद्योगिक सचिव, मुधियाना)
6. बलदेव कृष्ण सैनी, प्रबंध निदेशक, मैसर्स न्यू सूरज ट्रांसपोर्ट कम्पनी, गांधी गेट के बाहर, अमृतसर।  
(पंजाब मोटर संघ)
7. श्री बलवत राय कपूर, अध्यक्ष, इंडियन नेशनल ट्रेड यूनियन कांग्रेस, पंजाब शाखा, 852/9, गेट खजाना, अमृतसर।  
राज्य में कर्मचारियों के संगठनों के परामर्श से केन्द्रीय सरकार द्वारा नियुक्त कर्मचारियों के तीन प्रतिनिधि।
8. श्री एच०एन० विश्वास, अध्यक्ष, भारतीय मजदूर संघ, पंजाब, मिटिल लाइंस, जी टी रोड जालंधर, शहर 144001
9. बाबा करतार सिंह, अध्यक्ष, पंजाब राज्य समिति बाल इंडिया ट्रेड यूनियन कांग्रेस, 29 एम एल ए प्लैट्स, सेक्टर 3, चण्डीगढ़।
10. श्री प्रवृत्त सिंह, केन्द्रीय न्यास बोर्ड का प्रशासकीय टेक्सटाइल मजदूर एकता संघ सदस्य जो सामान्यतः पंजाब पुनर्वासि, छहरता, राज्य का निवासी हो।  
अमृतसर (पंजाब)।

[सं० बी-20012(18)/78-पी० एफ 2]

New Delhi, the 12th July, 1982

S.O. 2789.—In pursuance of sub-paragraph (1) of paragraph 4 read with paragraph 5 of the Employees Provident Funds Scheme, 1952 and in supersession of the notification of the Government of India in the Ministry of Labour number S.O. 4843 dated the 7th December, 1976, the Central Government hereby sets up a Regional Committee for the State of Punjab consisting of the following persons, namely :—

CHAIRMAN

1. The Secretary to the Government of Punjab Labour and Employment Department, Chandigarh Appointed by the Central Government.

## MEMBERS

- |   |   |
|---|---|
| 2. Deputy Secretary to the Government of Punjab Revenue Department, Chandigarh.   | Two persons appointed by the Central Government on the recommendation of the State Government.  |
| 3. Labour Commissioner, Punjab, Chandigarh.   |   |
| 4. Shri Hardit Singh Makhni, Deputy Chief Executive M/s. D.C. M. (India) Ltd., Chheharta, Amritsar (Punjab), Haryana & Delhi Chamber of Commerce of Textile Manufacturers Association | Three representatives of employees appointed by the Central Government in consultation with the Organisation of employees in the State.     |
| 5. Shri Indrajit Singh Pahwa, Managing Director, A One Cycle (P) Ltd., Ludhiana (Industrial Chamber of Commerce, Ludhiana)  |   |
| 6. Shri Baldev Krishan Saini, Managing Director, M/s. New Suraj Transport Company, Outside G. T. Road, Amritsar (Punjab Motor Union).   |   |
| 7. Shri Balwinder Kaur, President, Indian National Trade Union Congress Punjab Branch, 852/9, Gate Khanda, Amritsar.  | Three representatives of the employees appointed by the Central Government in consultation with the Organisation of employees in the State. |
| 8. Shri H.N. Biswas, President, Bharti Mazdoor Sangh, Punjab, Civil Lines, G.T. Road, Jullundur City-144001.  |   |
| 9. Babad Kaur Singh, President, Punjab State Committee, All India Trade Union Congress, 29, M.L.A., Flats Sector-3, Chandigarh.   |   |
| 10. Shri P. R. Dumn Singh, Textile Mazdoor Ekta Union, Putlighar, Chheharta, Amritsar, (Punjab).  | Non-official member of Central Board of Trustees ordinarily resident in the State of Punjab.  |

[No. V. 20012 (18)/78-PF. II]

नई दिल्ली, 13 जुलाई, 1982

शुद्धि पत्र

क्र.सं. 2790—भारत के राजपत्र, भाग 2 खण्ड 3, उपखण्ड (II), तारीख 6 फरवरी, 1982 पृष्ठ 538 पर प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना सं. का.सं. 522, तारीख 27 फरवरी, 1982 में, दूसरी पंक्ति में "नन्द न्योता इंडस्ट्रियल इस्टेट" शब्दों के स्थान पर "नन्द ज्योत इंडस्ट्रियल इस्टेट" पड़े।

[सं. एस-35018/50/81-पी.एफ.]

New Delhi, the 13th July, 1982

## CORRIGENDUM

S.O. 2790.—In the notification of the Government of India in the Ministry of Labour No. S. O. 522 dated the 27th January, 1982 published at page 538 of the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 6th February, 1982 at page 538, line 4, for "Nandjyog", read "Nandjyot".

[No. S. 35018 (50) R81-PF. II]

क्र.सं. 2791—मैसर्स स्टिंग एग्जिस्टिंग प्राइवेट लिमिटेड, 45/46, इंडस्ट्रियल इस्टेट, आंध्र राड, अहमदाबाद, (जिसे हमसे हमके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हमसे हमके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन बीमा के रूप में फाई उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल है जो कर्मचारी निगम सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें हमसे पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमति है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमसे उपाखण्ड अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन व की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रियाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रश्नों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाध, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुराने दर्जे करे और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने के व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुमति है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदैव रकम उस रकम से कम है जो कर्मचारी की उस वषा में सदैव होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधक वारिस/नामानर्दीणी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद, के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल

प्रभाव पड़ने की सम्भावना ही बहा, प्रादेशिक अधिव्य निधि आयुक्त, अपना अनुमान देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जितने स्थापन पड़ने अपना भुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस निधन शारीर के भीतर, जो भारतीय जीवन बीमा निगम निधन करे, प्रीमियम का संवाय करने में असमर्थ रहता है, और पालिसी का बदलना हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की वशा से, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होता तो उक्त स्कीम के अधीन होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के भीतर सुनिश्चित करेगा।

[सं० एम-35014/6/82-पी० एक-2]

**S.O. 2791.**—Whereas Messrs Sterling Abrasives Pvt. Ltd., 45/46, Industrial Estate, Odhav Road, Ahmedabad. (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

[No. S-35014/6/82-PF-II]

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the

salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad. and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

**का० आ० 2792**—मैसर्स स्टर्लिंग अब्रासिव्स लिमिटेड, मुख्यालय 425, पेम्बियन रोड एगमोर, मद्रास-600008. (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिव्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिव्य या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इस उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे।
2. नियोजक ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाह करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समन्वयन पर निर्दिष्ट करे।
3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का, रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाह, लेखाओं का अंतरण, निरीक्षण प्रभावों का संवाह आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।
4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।
5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उनका बाधन आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।
6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।
7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानिर्वेशितों को प्रतिक के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाह करेगा।
8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।
9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।
10. यदि किसी कारणवश, नियोजक उन नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाह करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाह में किए गए किसी व्यतिक्रम को दशा में, उन मूल सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत फायदों के संवाह का उत्तरदायित्व नियोजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इन स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संवाह तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एम०-35014/23/81-म० नि०-2]

**S.O. 2792.**—Whereas Messrs Madras Industrial Lining Limited, Head Office, 425, Panthion Road, Egmore, Madras-8. (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.
2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.
3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.
4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.
5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.



8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35013(23)/82-PF-II]

का० आ० 2793—मैसर्स जनरल इंजीनियरिंग इंडस्ट्रीज, 26/ए, इंडस्ट्रियल एरिया, गोविंदपुरा, भोपाल-462023, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबध्द अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निपेक्ष सङ्बद्ध बीमा स्कीम 1976 (जिसे इसके इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुबध्द है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबध्दों के प्रवर्तन से छूट देती है

#### अनुसूची

1 उक्त स्थापन के सबध में नियोजित प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन सत्रय-ममय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय,

लेखाओं का अंतरण, निरीक्षण प्रभावों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4 नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन का प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थान के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उम्मीदवार नाम तुरन्त दर्ज करेगा और उनका बाबत आवश्यक प्राविधान भारतीय जीवन बीमा निगम को सदाय करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुवर्तन हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदैव एक रकम उस रकम से कम है जो कर्मचारी को उस दशा में सदैव होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम-निर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबध्दों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पॉलिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मन सम्पत्तियों के नामनिर्देशितों या विधिवक वारिसों को यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के सबध में नियोजक, इस स्कीम के अधीन आने वाली किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिवक वारिसों को बीमाकृत रकम का सदाय तत्पश्चात् में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने का सात दिन के भीतर सुनिश्चित करेगा।

**S.O. 2793.**—Whereas Messrs Geeral Engineering Industries 26/A, Industrial Area, Govind Pura, Bhopal-46203 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal Scheme heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees

under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(24)/82-PF-II]

क्र० आ० 2794—भैसम ड्रेजिंग कार्पोरेशन प्राइवेट लिमिटेड, सतगुरु मेशन, 38-2-52 बी, येनम्मायोट जंक्शन, विशाखापटनम-500002 (जिसे हमें इसके पश्चात उक्त स्थापना कहा गया है) ने कर्मचारियों भविष्य निधि और प्रकरण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छूट प्रिये जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारियों किमी पृथक् भविष्य या प्रीमियम का संदाय किये बिना ही, भारत में जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारियों निक्षेप महबूब बीमा स्कीम 1976 (जिसे हमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभव है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अपने उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को, ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी पुस्तिकाएं प्रदान करेगी जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रवर्तन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का आरण, निरीक्षण प्रभावों का संदाय आदि भी है, होने वाले सभी व्ययों का बटन निरीक्षक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुवर्तित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापना में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित रखेगा और उसके शक्तिशाली अधिकार प्रिमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुमोदित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी के मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी का उस दशा में संदेय होता जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस निश्चित तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रिमियम का संवाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रिमियम के संदाय में किए गए किसी व्यक्तिक्रम की वशा में, उन मत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को यदि यह, छूट न दी गई होती तो उक्त स्कीम के प्रत्यर्पण होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नामनिर्देशितियों विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-15014/36/83-भ०नि०-1]

**S.O. 2794.**—Whereas Messrs Dredging Corporation of India Limited, Satgaru Mansion-28-2-52B, Yeilammathata Junction Visakhapatnam-530002, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance

which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(26)/82-PF-II]

क।० अ।० 2795.—मैसर्स जिनदल ऐलुमिनियम लिमिटेड, 416, प्रसाद चेंबरस, स्वदेशी मिल कम्पाउण्ड, मुम्बई-4 (जिसे हममें इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी, किसी पृथक अतिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोजन सहव्यय बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उद्भावित अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापना को तीन वर्षों के अवधि के लिए, उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापना के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) के खण्ड (क) के अधीन समय-समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन के प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापना के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसके स्थापना में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध

फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर उस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अमफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकर की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापना के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/38/82-पी० एफ०(ii)]

S.O. 2795.—Whereas Messrs Jindal Alumunijum Limited, 416, Prasad Chambers, Swadeshi Mill Compound, Bombay-4. (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under

clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(23)/82-PF-JI]

का० आ० 2796—यसमें धिकान मेकरोटेरीज प्राइवेट लिमिटेड, 40/बी, प्रिन्सेस स्ट्रीट, कलकत्ता-700072 (प०ब०/7221) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारियों भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

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और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिधाय या प्रीमियम का संशय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्र बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इसमें उपाखण्ड अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है ।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, पश्चिम बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर, संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिस अस्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का घनरण, निरीक्षण प्रभावों का संशय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के मूखन-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पट्टे ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विश्विक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के घनर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, पश्चिम बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करते का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रयत्नाचुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों की प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारोख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का सदाय करने में प्रसफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययनिष्ठम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न द गई होती तो उस स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संघ में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014(54)82-प्र० नि०-(II)]

**S.O. 2796.**—Whereas Messrs Griffon Laboratories Private Limited, 40/B, Prinsep Street, Calcutta-700072 (WB/7221) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the power conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heir of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(54)/82-PF.II]

**का०आ० 2797.**—मैसर्स ग्रिफोन लैबोरेटरीज लिमिटेड, डाकघर एन० एन० एल०, हैदराबाद-500042 (ए०पी०/2675) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी कल्याण निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए यह फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अन्य केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) द्वारा प्रवेशन प्राप्तिपूर्वक का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब इस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा उसकी बाध्यता आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जा रहे हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस / नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की वशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कावर नामनिर्देशितियों/ विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[मं० एम० 35014 (56) 82 भा० नि०-(II)]

**S.O. 2797.**—Whereas Messrs Hindustan Aeronautics Limited, H.A.L. Post, Hyderabad-500042 (AP/2675) (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the

benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the that of the employee.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heir of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(56)/82-PF.II]

कां० 2798—मैसर्स इंडियन पेट्रोकेमिकल्स कारपोरेशन लिमिटेड, डाकघर पेट्रोकेमिकल्स जिला बड़ोदा- 391346, गुजरात (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और इससे उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1 उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप धारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभावों का संवाय आदि की है, होने वाले सभी व्ययों का वहन नियोजन द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापना के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित रखेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी क्षान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्त में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस / नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्त में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम में अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।



12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्दिष्टितियों/विधिक वारिष्ठों का बीमाकृत रकम का सवाय तत्परता से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात्त दिन के भीतर सुनिश्चित करेगा।

[सं० एस० 35014(61)80-पी० एफ-2]

**S.O. 2798.**—Whereas Messrs Indian Petrochemicals Corporation Limited, P.O. Petrochemicals, District Baroda-391346 Gujarat, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of

the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heir of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heir entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(61)/80-PF.II]

**का० प्रा० 2799.**—मैसर्स एस० एफ० इंडिया लिमिटेड, डाकघर और ग्राम जलपुरा, महेशटोका, जिला 24 परगना (डिप्ट्यू बी/9981), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रवर्ध उपवन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रार्थना किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का सहाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी विशेष सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुवीय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, पश्चिम बंगाल को ऐसी विवरणियां भेजेगा और लेखा पत्रों तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सहाय लेखाओं का अंतरण, निरीक्षण प्रचारों का सवाय प्राप्ति भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, के व्रेय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवर्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुवृद्ध हों।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवैय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवैय होती प्रब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पश्चिम बंगाल के पूर्वे अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने बिना जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितों या विधिवारियों का जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संवैय में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार/नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय नस्वरुपा से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चित करेगा।

[सं.एन-35014/63/82-पौ.एफ-II]

**S.O. 2799.**—Whereas Messrs S.F. India Limited, P.O. and Village Jalkura; Mahestola, District 24-Parganas (W.B./9981) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/ominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heir of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014/63/82-PF. II]

का० आ० 2800—मैसर्स एन्ड्रयू यूल एण्ड कंपनी लिमिटेड, यूल हाउस, 8, क्लाइव रोड, कलकत्ता-700001 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रविधियों अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पुरक अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुपूर्वों में विनिर्दिष्ट शर्तों अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के नवी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संव्य में नियोजित प्रादेशिक भविष्य निधि आयुक्त, प० बंगाल को ऐसा धिवरणिधा जेगा और ऐसे लेखा रखेगा तथा निरक्षण के लिए ता सुविधाए प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरक्षण प्रभाओं का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, धिवरणिधियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरक्षण प्रभाओं का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुद्रा बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रेषित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को

उपलब्ध फायदों में समूहित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त प० बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो सके, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का सुविध्युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या, इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परा से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एम० 35014(67)/82-पीएफ-II]

S.O. 2800.—Whereas Messrs Andrew Yule and Company Limited, Yule House, 8, Clive Road, Calcutta-700001, (hereinafter referred to as the said establishment), have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under the Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heir of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

क्र० आ० 2801.—मैसर्स न्यूग्रीक मिल्स (मुक्त लान इंडस्ट्रीज लिमिटेड का प्रभाग) वापड वापिस मार्ग, भादेड। (जिसे इसमें इसके पञ्चम उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिव्यक्ति या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कथों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के मध्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रकरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुलता की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पढ़ने की सक्षम है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त बर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी के बात होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस स्कीम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध बारिश/नाम निर्देशन की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो जाए, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों का अपना व्यक्तिगत स्पष्ट करने का सुविशुद्ध अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना-भुका है अर्थात् नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे कितनी रीति से कम हो जाते हैं, तो छूट रद्द की जा सकती है।

10 यदि किसी कारण वश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का व्यंगन हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों का जो यदि यह, छूट न दी गई होती तो उस स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों का बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के भीतर मुनिश्चय करेगा।

[सं० एस-35014/72/82-पी एफ-2]

**S.O. 2801.**—Whereas Messrs New Shorroc Mills (Division of Mafat Lal Industries Limited), Kapadvani Road, Nadiad (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

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4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under the Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heir of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(72)/82-PF.II]

क्र० आ० 2802.-- मैसर्स न्यू शोररॉक मिल्स लिमिटेड (पायोनियर हाउस - कोयंबटूर 641004 (टी० एम०/932)

(जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है; ]

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिधाय का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से

अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्र बीमा स्कीम 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है,

अतः केन्द्रीय सरकार, या अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपायध्व अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहने हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का, अंतरण, निरीक्षण प्रभागों का संदाय, आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पत्रले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भदस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी शर्त से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर या भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पारिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की वृद्धि में उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सदस्य में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एम-35014/76/82-वी० एफ० 2]

**S.O. 2802.**—Whereas Messrs Chandia Textile Limited, Pioneer House-Coimbatore-641004 (TN/932) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance

Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(76)/82-PF.II]

का० आ० 2803-सैमसे पिनकोर्ट इन्स्टीज 3455/57, दिल्ली गेट, दिल्ली-6 (ई एल/2654) (जिसे हमसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे हमसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अतिरिक्त या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठाए रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे हमसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली, को ऐसी विवरणियां भेजेगा और उसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संचाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का सदाय, आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्ताद करेंगे और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संश्लेष रकम उस रकम से कम है जो कर्मचारी को उस दशा में संश्लेष होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करेगा कि युक्ति युक्त अवसर होगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संचाय करने में असफल रहता है, और पारितोषिक को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विविध वारिसों का बीमाकृत रकम का संवाय तत्परता से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[एस-350/4/77/82-पं० एफ०-2]

**S.O. 2803.**—Whereas Messrs Pincord Industries, 3455/57, Delhi Gate, Delhi-6 (DL/2654) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Not, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation or the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi

and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(77)/82-P.F-II]

का० आ० 2804—मैसर्स गोएटज (इंडिया) लिमिटेड, बहादुरगढ़ (पटियाला) पंजाब (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निसेप सहबद्ध बीमा स्कीम 1976 जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है के अधीन अनुमेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभावों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।



4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होता, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनो रकमों के अंतर के बराबर रकम का सवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपनाया हुआ है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सवाय करने में असफल रहता है, और पोलिसी को व्यक्त हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों का विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अस्तंगत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का सदाय सम्पत्ता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस 35014 / 113 / 81 -पी० एफ० (II)]

**S.O. 2804.**—Whereas Messrs Goetze (India) Limited, Bahadurgarh (Patiala), Punjab (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment (hereinafter referred to as the employer) shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(113)/81-PF-II]

क्र० अ० १८०५.—मैसर्स टंकन लेबोरेटरीज प्राईवेट लिमिटेड १० ब्रॉ प्रिन्सेप स्ट्रीट, कलकत्ता ७०००७२, (जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और प्रकाश उपबन्ध अधिनियम, १९५२ (१९५२ का १९) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा १७ की उपधारा (२क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप सहायक बीमा स्कीम १९७६ (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (२क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट णांकों के अधीन रहते हुए, उक्त स्थापना को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

१. उक्त स्थापना के मध्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पश्चिम बंगाल का ऐसे विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसा सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे।

२. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक साल की समाप्ति के १५ दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उपधारा (३क) के खण्ड (क) के अधीन समय-समय पर निर्रिष्ट करे।

३. सामूहिक बीमा स्कीम के प्रभामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का सहाय आदि भी है होने वाले सभी व्ययों का वहन नियोजन द्वारा किया जाएगा।

४. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापना के सूचना पट्ट पर प्रदर्शित करेगा।

५. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना के भविष्य निधि का पहले ही सदस्य है, उसके स्थापना में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

६. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

७. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर उस स्कीम के अधीन संध्य रकम उग रकम से कम है जो कर्मचारी को उस दशा में सदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनो रकमों के अन्तर के बराबर रकम का सदाय करेगा।

८. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पश्चिम बंगाल के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

९. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों का प्राप्ति होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

१०. यदि किसी कारणवश, नियोजक उस नियम के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पायसी की व्यवस्था हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

११. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी श्रुतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जा यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

१२. उक्त स्थापना के मध्य में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों का बीमाकृत रकम का सदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-३५०१४/११८/८२-सं० नि० २]

S.O. 2805.—Whereas Messrs Griffon Laboratories Private 40/B, Prinsep Street, Calcutta-700072, (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Not therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charge, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(118)/81-PI-II]

क।० अ।० 2806--मेसर्स हिन्दुस्तान पालिमर्स लिमिटेड, बिहार, पठन-530029 (अन्ध प्रदेश) 33401 (जिसे हमें हमके पञ्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमें हमके पञ्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हा गया है कि उक्त स्थापन के कर्मचारी, किसी एक अधिदाय या प्रीमियम का स्थाय किण्व बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहा है और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे हमें हमके पञ्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और हमसे उपलब्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन जिसे हमें हमके पञ्चात उक्त स्थापन कहा गया है। के मध्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आंध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसी निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सहाय करेगा और केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के अन्तर्गत (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तर्गत, निरीक्षण प्रभारों का सहाय आदि भी है, शान्त शान्त सभी शर्तों या बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें गणायन किया जाए, तब उस गणायन की प्रति तथा कर्मचारियों की वृद्धावस्था की भाषा में उगकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उगकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सक्षम करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध उन फायदों में अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन सदैव रकम उस रकम से कम है जो कर्मचारी को उस दशा में सदैव होनी जब वह उक्त स्कीम

के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोन्नी रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, परिशिष्ट भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिशुल्क प्रभाव पड़ने की संभावना है वह, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना खुला है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पॉलिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय नष्टगता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/124/81-पी० १५-2]

**S.O. 2806.**—Whereas Messrs Hindustan Polymers Limited, Visakhapatnam-530029 (AP/3340), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempt the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment (hereinafter referred to as the employer) shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का० आ० 2807.—मैसर्स हिन्दुस्तान लीवर लिमिटेड, 63, गार्डन रीच, कलकत्ता-700034 (प० सं०/1198) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन पदों से अधिक अनुकूल हैं जो कर्मचारी निरोप गृहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, पश्चिम बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय, आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, पश्चिम बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुकियायुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम के उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एम०-35014/131/82-म० नि०-2]

S.O. 2807.—Whereas Messrs Hindustan Lever Limited, 63, Garden Reach, Calcutta-700024 (WB/1198), (hereinafter referred to as the said establishment) have been applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal, and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Funds or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/131/82-PF.-II]

क्र.० आ० 2808—मैसर्स हिन्दुस्तान शिपयार्ड लिमिटेड, गांधीनगर, विशाखापटनम-530005 (आ० प्र०/13) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहजक बीमा स्कीम

1979 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट गती के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संरक्ष में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रक्षणा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का भुगतान, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की संख्या में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-गट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगतान करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का भुगतान करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त

होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर, जा भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दिया जाता है ता, छूट रद्द की जा सकता है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या अधिकारियों को जा यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदे के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/अधिकारियों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के गत दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/132/82-पीएफ०-II]

**S.O. 2808.**—Whereas Messrs Hindustan Shipyard Limited, Gandhigari, Visakhapatnam-530005 (AP/73 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in the establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay

necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/132/82-PF.II]

का० आ० 2809—मैसर्स प्वाज्या शेबोरेटरीम, 37, इंडस्ट्रियल एस्टेट, पोलीब्राउंड, इस्टो-452003 (मं० प्र०/2471) (जिसे हमसे उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संशय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा, के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे हमसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

## अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाशा का अंतरण, निरीक्षण प्रभागों का सदाय आदि भी हैं, होने वाले सभी व्ययों का वृद्धि नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवद करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सुसूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, तो उक्त स्कीम के अधीन अनुसूच्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात को होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वंश में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम उपलब्ध में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अफसल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो

यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बामाकृत रकम का सदाय तत्परता से और प्रत्येक वंश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एमा 35014/178/82-भ० नि०-2]

एम० के० भट्टरायी, अवर सचिव

**S.O. 2809.**—Whereas Messrs Plasma Laboratories, 37, Industrial Estate, Pologround, Indore-452003 (MP/2471), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

## SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme.



appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving him approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already

adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(178)/82-PF.II]

A. K. BHATTARAI, Under Secy.

